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No. 38] NEW DELHI, SEPTEMBER 12—SEPTEMBER 18, 2010, SATURDAY/BHADRA 21—BHADRA 27, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 6 सितम्बर, 2010

का.आ. 2297.—केंद्रीय सरकार एतद्वारा अपराध प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना (के.अ.ब्यूरो) द्वारा संस्थापित मामलों तथा अपीलीय/पुनरीक्षण या विधि द्वारा किसी भी राज्य या संघ शासित क्षेत्र जिसके संबंध में उपर्युक्त धारा के उपबंध लागू होते हों, स्थापित न्यायालयों में पुनरीक्षण या अपीलीय मामलों से उद्भूत अन्य मामलों का संचालन करने के लिए श्री एस.सी.मीणा, अभियोजन अधिकारी को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/32/2010-एवीडी-II]

मुकेश चतुर्वेदी, उप सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 6th September, 2010

S.O. 2297.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri S.C. Meena, Prosecuting Officer of the Central Bureau of Investigation as Special Public Prosecutor for conducting cases instituted by the Delhi Special Police Establishment (CBI) in trial courts and appeals, revisions or other matters arising out of these cases in revisional or appellate courts, established by law in any State or Union Territory to which provisions of the aforesaid section apply.

[F.No. 225/32/2010-AVD-II]

MUKESH CHATURVEDI, Dy. Secy

कार्यालय मुख्य आयकर आयुक्त

जयपुर, 6 सितम्बर, 2010

सं. 10/2010-11

का.आ. 2292.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठने पर आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड (23 सी) की उप-धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2009-10 एवं आगे के लिए कथित भाग के उद्देश्य से "महाराज बेहरोर एजुकेशनल सोसायटी, धारोरा, जिला-अलवर" को प्रतीकृति से हैं बयान कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठने पर आयकर अधिनियम, 1961 की धारा 10 के खण्ड (23 सी) की उप-धारा (vi) के प्रावधानों के अन्तर्गत कार्य करे।

[क्रमांक मुद्रांक/आयकर(मु)/जय/10(23सी)(vi)/2010-11/2008]

मुकुंश भान्ती, मुख्य आयकर आयुक्त

**OFFICE OF THE CHIEF COMMISSIONER OF
INCOME TAX**

Jaipur, the 6th September, 2010

No. 10/2010-11

S.O. 2292.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income Tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Behror Xavier Educational Society, Behror, District-Ahwar" for the purpose of said section for the A. Y. 2009-10 and onwards.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl.CIT(Hqrs.)/10(23C)(vi)/2010-11/2008]

MUKESH BHANTII, Chief Commissioner of Income-tax

सुनिदि-पत्र

जयपुर, 6 सितम्बर, 2010

का.आ. 2292.—आयकर अधिनियम, 1961 की धारा 10 के खण्ड (23 सी) की उप-धारा (अप) के तहत अधिसूचना सं. 07/2010-11 दिनांक 20-8-2010 के द्वारा डिफेन्स पब्लिक स्कूल, जयपुर को प्रतीकृति से गई थी। अधिसूचना के पैरा 1 की लाइन 4 में डिफेन्स पब्लिक स्कूल, जयपुर के स्थान पर "श्री के. बी. एन. शर्मा मेमोरियल एण्ड कल्चरल सोसायटी, जयपुर" पढ़ा जाये।

[क्रमांक मुद्रांक/आयकर(मु)/जय/10(23सी)(vi)/2010-11/2009]

मुकुंश भान्ती, मुख्य आयकर आयुक्त

CORRIGENDUM

Jaipur, the 6th September, 2010

S.O. 2299.—In Notification No. 07/2010-11 dated 20-08-2010 vide which "Defence Public School, Jaipur" was approved for the purpose of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 in Para 1, line 3 name of the samiti may be read as "Shri K.B.L. Sharma Memorial Education and Cultural Society, Jaipur" instead of "Defence Public School, Jaipur"

[No. CCIT/JPR/Addl.CIT(Hqrs.)/10(23C)(vi)/2010-11/2009]

MUKESH BHANTII, Chief Commissioner of Income-tax

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 7 सितम्बर, 2010

का.आ. 2300 .—भारतीय स्टेट बैंक (अनुषंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 24 की उपधारा (2क) के साथ पठित धारा 25 की उपधारा (1) के खण्ड (12ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय रिजर्व बैंक द्वारा भारतीय रिजर्व बैंक के परामर्श से, श्री गुरुराज राव (जयपुर दिनांक 9-7-1954), प्रबन्धक, स्टेट बैंक ऑफ मैसूर को अधिनियम की तिथि से तीन वर्षों की अवधि के लिए अथवा स्टेट बैंक ऑफ मैसूर के अधिकारी कर्मचारी बने रहने तक अथवा अगले अधिनियम के दिनांक से जो भी सबसे पहले हो, स्टेट बैंक ऑफ मैसूर को निदेशक के रूप में अधिकारी कर्मचारी निदेशक के रूप में नामित करता है।

[फा. सं. 3/2/2010-बी.डी. 1]

सुमिता डायरा, निदेशक

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 7th September, 2010

S.O. 2300.—In exercise of the powers conferred by clause (cb) of sub-section (1) of Section 25 read with sub-section (2A) of Section 26 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), The Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri Gururaja Rao (DoB: 9-7-1954), Manager, State Bank of Mysore, as Officer Employee Director on the Board of Directors of State Bank of Mysore for a period of three years from the date of notification or until he ceases to be an Officer of the State Bank of Mysore or until further orders, whichever is the earliest.

[F. No. 3/2/2010-BO-1]

SUMITA DAWRA, Director

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 7 सितम्बर, 2010

का.आ. 2301.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (iii) के प्रयोजनार्थ कर निर्धारण वर्ष 2009-2010 के आगे से संगठन औरोविले फाउंडेशन, औरोविले, तमिलनाडु को निम्नलिखित शर्तों के अधीन अंशतः अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :-

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग सामाजिक विज्ञान में अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से सामाजिक विज्ञान या सांख्यिकीय अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि उसमें दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा ;
- (iv) अनुमोदित संगठन सामाजिक विज्ञान में अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा ।

2. केन्द्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :-

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित सामाजिक विज्ञान में अनुसंधान अथवा सांख्यिकीय अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा

(घ) अपना अनुसंधान कार्य केवल बने हुए अनुसंधान इसके अनुसंधान कार्य के कारण जो प्राप्त होगा; अथवा

(ड) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम का धारा 35 की उप-धारा (1) के खंड (iii) के प्रयोजनार्थ में अनुसंधान नहीं होगा तथा उनका पालन नहीं करेगा ।

[अधिसूचना सं. 71/2010/फा. सं. 203-68/2009-10/व.वि.-II]

अजय गोयल, निदेशक : आयकर (II)

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 7th September, 2010

S.O. 2301.—It is hereby notified for general information that the organization Auroville Foundation, Auroville, Tamil Nadu has been approved by the Central Government for the purpose of clause (iii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with rules 5C and 5E of the Income-tax Rules, 1962 (said Rules) from Assessment year 2009-2010 onwards in the category of 'other Institution' partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for research in social sciences;
- (ii) The approved organization shall carry out research in social science or statistical research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for research in social sciences and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:—
- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for research in social sciences or statistical research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of Section 35 of the said Act, read with rules 5C and 5E of the said Rules.

[Notification No. 71/2010/F. No. 203/68/2009/ITA-II]

AJAY GOYAL, Director (ITA-II)

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 10 सितम्बर, 2010

का.आ. 2302.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, संलग्न अनुबंध में निम्नलिखित बैंकों/बीमा कंपनियों के सूचीबद्ध शाखाओं/कार्यालयों को, जिनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

क्रम सं.	बैंक/बीमा कंपनियों/वित्तीय संस्थाओं के नाम	शाखाओं/कार्यालयों की संख्या
1.	भारतीय स्टेट बैंक	930
	कुल	930

[फा.सं. 11016/5/2010-हिन्दी]

सुरेन्द्र मोहन नय्यर, संयुक्त निदेशक (राजभाषा)

राजभाषा नियम 1976 के नियम 10(4) के अंतर्गत अधिसूचित किए जाने वाले कार्यालयों/शाखाओं की सूची

1. भारतीय स्टेट बैंक
अकबरपुर (कोलार रोड) शाखा, भोपाल-462016
2. भारतीय स्टेट बैंक
अवधपुरी शाखा, भोपाल-462021

3. भारतीय स्टेट बैंक
बरखेडा शाखा, भोपाल-462021
4. भारतीय स्टेट बैंक
बैरसिया शाखा, भोपाल-463106
5. भारतीय स्टेट बैंक
भोपाल मुख्य शाखा, भोपाल-462003
6. भारतीय स्टेट बैंक
धमरा ग्रामीण शाखा, भोपाल-463101
7. भारतीय स्टेट बैंक
गोविन्दपुरा शाखा, भोपाल-462023
8. भारतीय स्टेट बैंक
गुलमोहर कॉलोनी शाखा, भोपाल-462039
9. भारतीय स्टेट बैंक
एच ई टी शाखा, भोपाल-462037
10. भारतीय स्टेट बैंक
आई आई एफ एम शाखा, भोपाल-462003
11. भारतीय स्टेट बैंक
एम ए सी टी शाखा, भोपाल-462007
12. भारतीय स्टेट बैंक
एम एल ए रेस्ट हाउस शाखा, भोपाल-462003
13. भारतीय स्टेट बैंक
एम पी नगर शाखा, भोपाल-462011
14. भारतीय स्टेट बैंक
महावीर नगर शाखा, भोपाल-462016
15. भारतीय स्टेट बैंक
माईक्रॉ फॉयनेन्स शाखा, भोपाल-462011
16. भारतीय स्टेट बैंक
नयापुरा (कोलार रोड) शाखा, भोपाल-462032
17. भारतीय स्टेट बैंक
नीलबड़ शाखा, भोपाल-462002
18. भारतीय स्टेट बैंक
नेहरु नगर शाखा, भोपाल-462038
19. भारतीय स्टेट बैंक
वैयक्तिक बैंकिंग शाखा, शाहपुरा भोपाल-462016
20. भारतीय स्टेट बैंक
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| 151. भारतीय स्टेट बैंक
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| 152. भारतीय स्टेट बैंक
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| 153. भारतीय स्टेट बैंक
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| 175. भारतीय स्टेट बैंक
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| 176. भारतीय स्टेट बैंक
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| 177. भारतीय स्टेट बैंक
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| 178. भारतीय स्टेट बैंक
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| 179. भारतीय स्टेट बैंक
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| 180. भारतीय स्टेट बैंक
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| 182. भारतीय स्टेट बैंक
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| 183. भारतीय स्टेट बैंक
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| 184. भारतीय स्टेट बैंक
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| 186. भारतीय स्टेट बैंक
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| 187. भारतीय स्टेट बैंक
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| 188. भारतीय स्टेट बैंक
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| 189. भारतीय स्टेट बैंक
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| 190. भारतीय स्टेट बैंक
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| 191. भारतीय स्टेट बैंक
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| 192. भारतीय स्टेट बैंक
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| 213. भारतीय स्टेट बैंक
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| 214. भारतीय स्टेट बैंक
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| 215. भारतीय स्टेट बैंक
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| 216. भारतीय स्टेट बैंक
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| 217. भारतीय स्टेट बैंक
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| 218. भारतीय स्टेट बैंक
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| 219. भारतीय स्टेट बैंक
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| 220. भारतीय स्टेट बैंक
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| 221. भारतीय स्टेट बैंक
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| 222. भारतीय स्टेट बैंक
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| 223. भारतीय स्टेट बैंक
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| 224. भारतीय स्टेट बैंक
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| 226. भारतीय स्टेट बैंक
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| 228. भारतीय स्टेट बैंक
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| 230. भारतीय स्टेट बैंक
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| 251. भारतीय स्टेट बैंक
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| 252. भारतीय स्टेट बैंक
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| 253. भारतीय स्टेट बैंक
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| 254. भारतीय स्टेट बैंक
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| 255. भारतीय स्टेट बैंक
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| 256. भारतीय स्टेट बैंक
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| 257. भारतीय स्टेट बैंक
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| 258. भारतीय स्टेट बैंक
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| 259. भारतीय स्टेट बैंक
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| 260. भारतीय स्टेट बैंक
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| 261. भारतीय स्टेट बैंक
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| 263. भारतीय स्टेट बैंक
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| 264. भारतीय स्टेट बैंक
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| 265. भारतीय स्टेट बैंक
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292. भारतीय स्टेट बैंक
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293. भारतीय स्टेट बैंक
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294. भारतीय स्टेट बैंक
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295. भारतीय स्टेट बैंक
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298. भारतीय स्टेट बैंक
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300. भारतीय स्टेट बैंक
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| 453. भारतीय स्टेट बैंक
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| 747. भारतीय स्टेट बैंक
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| 749. भारतीय स्टेट बैंक
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| 750. भारतीय स्टेट बैंक
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| 751. भारतीय स्टेट बैंक
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| 752. भारतीय स्टेट बैंक
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| 758. भारतीय स्टेट बैंक
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| 760. भारतीय स्टेट बैंक
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| 761. भारतीय स्टेट बैंक
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790. भारतीय स्टेट बैंक
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792. भारतीय स्टेट बैंक
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793. भारतीय स्टेट बैंक
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794. भारतीय स्टेट बैंक
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797. भारतीय स्टेट बैंक
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798. भारतीय स्टेट बैंक
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801. भारतीय स्टेट बैंक
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802. भारतीय स्टेट बैंक
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803. भारतीय स्टेट बैंक
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804. भारतीय स्टेट बैंक
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805. भारतीय स्टेट बैंक
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806. भारतीय स्टेट बैंक
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807. भारतीय स्टेट बैंक
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808. भारतीय स्टेट बैंक
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809. भारतीय स्टेट बैंक
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810. भारतीय स्टेट बैंक
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811. भारतीय स्टेट बैंक
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812. भारतीय स्टेट बैंक
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813. भारतीय स्टेट बैंक
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| 875. भारतीय स्टेट बैंक
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रंगोली स ले शाखा, छतरपुर-471 408 |

895. भारतीय स्टेट बैंक
एस एम ई शाखा, छतरपुर-471001
896. भारतीय स्टेट बैंक
सतई शाखा, छतरपुर-471 408
897. भारतीय स्टेट बैंक
अजयगढ़ शाखा, पन्ना-488 220
898. भारतीय स्टेट बैंक
अमनगंज शाखा, पन्ना-488 441
899. भारतीय स्टेट बैंक
बीरा स ले शाखा, पन्ना-488 220
900. भारतीय स्टेट बैंक
देवेन्द्र नगर शाखा, पन्ना-488 333
901. भारतीय स्टेट बैंक
गुनौर ग्रामीण शाखा, पन्ना-488 050
902. भारतीय स्टेट बैंक
हरदवाही शाखा, पन्ना-488 050
903. भारतीय स्टेट बैंक
ककरहट्टी शाखा, पन्ना-488 050
904. भारतीय स्टेट बैंक
मजगवां ग्रामीण शाखा, पन्ना-488 101
905. भारतीय स्टेट बैंक
पन्ना शाखा, पन्ना-488 001
906. भारतीय स्टेट बैंक
पन्ना सिटी शाखा, पन्ना-488 001
907. भारतीय स्टेट बैंक
पवई शाखा, पन्ना-488 446
908. भारतीय स्टेट बैंक
पुरैना शाखा, पन्ना-488 482
909. भारतीय स्टेट बैंक
रैपुरा पन्ना शाखा, पन्ना-488 442
910. भारतीय स्टेट बैंक
सलेहा शाखा, पन्ना-488 511
911. भारतीय स्टेट बैंक
सिमरिया ग्रामीण शाखा, पन्ना-488 442
912. भारतीय स्टेट बैंक
शाहनगर शाखा, पन्ना-483 501
913. भारतीय स्टेट बैंक
बडागांव शाखा, टीकमगढ़-47 2010
914. भारतीय स्टेट बैंक
बल्देवगढ़ शाखा, टीकमगढ़-472 111
915. भारतीय स्टेट बैंक
कलेक्ट्रेट शाखा, टीकमगढ़-472 001
916. भारतीय स्टेट बैंक
दिगोदा शाखा, टीकमगढ़-472 339
917. भारतीय स्टेट बैंक
जतारा शाखा, टीकमगढ़-472 118
918. भारतीय स्टेट बैंक
जेवर शाखा, टीकमगढ़-472 447
919. भारतीय स्टेट बैंक
खरगापुर शाखा, टीकमगढ़-472 115
920. भारतीय स्टेट बैंक
लिधैरा शाखा, टीकमगढ़-472 331
921. भारतीय स्टेट बैंक
निवाड़ी शाखा, टीकमगढ़-472 442
922. भारतीय स्टेट बैंक
ओरछा प्रतापपुरा शाखा, टीकमगढ़-471 201
923. भारतीय स्टेट बैंक
पलेरा शाखा, टीकमगढ़-472 221
924. भारतीय स्टेट बैंक
पृथ्वीपुर शाखा, टीकमगढ़-472 336
925. भारतीय स्टेट बैंक
पुछीकरगंवा स ले शाखा, टीकमगढ़-472 446
926. भारतीय स्टेट बैंक
टीकमगढ़ शाखा, टीकमगढ़-472 001
927. भारतीय स्टेट बैंक
प्रशासनिक कार्यालय शाखा,
ग्वालियर-474 009
928. भारतीय स्टेट बैंक
आर ए एस ई सी सी ग्वालियर शाखा,
ग्वालियर-474 011
929. भारतीय स्टेट बैंक
एस ए ए आर सी ग्वालियर शाखा,
ग्वालियर-474 011
930. भारतीय स्टेट बैंक
स्थानीय प्रधान कार्यालय शाखा,
भोपाल-462 011

(Department of Financial Services)

New Delhi, the 10th September, 2010

S.O. 2302—In pursuance of sub rule 4 of rule 10 of the Official Language use for official purpose of the union rules, 1976 the Central Government hereby notifies the listed branches/offices of the Banks/Insurance Companies in the attached annexure, more than 80% of the staff where of have acquired the working knowledge of Hindi.

Serial No.	Name of the Bank/ Insurance Company	No. of Branches/Offices
1	State Bank of India	930
Total		930

[F. No.-11016/5/2010-Hindi]

SURENDER MOHAN NAYYAR, Jt. Director (OL)

A List of Offices/Branches to be Notified under the Official Languages Rules, 1976, Rule 10(4)

- State Bank of India
Akbarpur (Kolar Road) Branch, Bhopal-462 016
- State Bank of India
Awadhpuri Branch, Bhopal-462 021
- State Bank of India
Barkhera Branch, Bhopal-462 021
- State Bank of India
Berasia Branch, Bhopal-463 106
- State Bank of India
Bhopal Main Branch, Bhopal-462 003
- State Bank of India
Dhamarra Village Branch, Bhopal-463 101
- State Bank of India
Govindpura Branch, Bhopal-462 023
- State Bank of India
Gulmohar Colony Branch, Bhopal-462 039
- State Bank of India
H.E.T. Branch, Bhopal-462 021
- State Bank of India
IIFM Branch, Bhopal-462 003
- State Bank of India
M.A.C.T. Branch, Bhopal-462 007
- State Bank of India
M.L.A. Rest House Branch, Bhopal-462 003
- State Bank of India
M.P. Nagar Branch, Bhopal-462 011
- State Bank of India
Mahavir Nagar Branch, Bhopal-462 016
- State Bank of India
Micro Finance Branch, Bhopal-462 011
- State Bank of India
Nayapura (Kolar Road) Branch, Bhopal-462 032
- State Bank of India
Neelbad Branch, Bhopal-462 002
- State Bank of India
Nehru Nagar Branch, Bhopal-462 038
- State Bank of India
PBB Shahpura Bhopal-462 016
- State Bank of India
PBB New Market Bhopal-462 003
- State Bank of India
R.C.E. Branch, Bhopal-462 013
- State Bank of India
Satpura Bhawan Branch, Bhopal-462 004
- State Bank of India
Service Branch, Bhopal-462 011
- State Bank of India
Shivaji Nagar Branch, Bhopal-462 006
- State Bank of India
Traders Branch, Bhopal-462 011
- State Bank of India
Udayachal Branch, Bhopal-462 011
- State Bank of India
Vallabh Bhawan Branch, Bhopal-462 004
- State Bank of India
Vindhyachal Bhawan Branch, Bhopal-462 004
- State Bank of India
A.D.B. Khilchipur Rajgarh -465 679
- State Bank of India
A.D.B. Sarangpur, Rajgarh-465 697
- State Bank of India
Biaora Branch, Rajgarh-465 674
- State Bank of India
Jeerapur Branch, Rajgarh-465 691
- State Bank of India
Narsinghgarh Branch, Rajgarh-465 669
- State Bank of India
Pachore Branch, Rajgarh-465 683
- State Bank of India
Rajgarh Branch, Rajgarh-496 001
- State Bank of India
Anjad Branch, Barwani-451 556
- State Bank of India
Barwani Branch, Barwani-451 551
- State Bank of India
Chatli Village Branch, Barwani-451 669
- State Bank of India
Niwali Village Branch, Barwani-451 667

40. State Bank of India
Palsood Village Branch, Barwani-451435
41. State Bank of India
Rajpur Branch, Barwani-451447
42. State Bank of India
Sendhwa Branch, Barwani-451666
43. State Bank of India
A.D.B. Burhanpur Burhanpur-450331
44. State Bank of India
Burhanpur Branch, Burhanpur-450331
45. State Bank of India
Mandi Chowk Burhanpur Branch,
Burhanpur-450331
46. State Bank of India
Nepanagar Branch, Burhanpur-450221
47. State Bank of India
Shahpur Branch, Burhanpur-450331
48. State Bank of India
A.D.B. Harda, Harda-461331
49. State Bank of India
Harda Branch, Harda-461331
50. State Bank of India
Khirkiya Branch, Harda-461441
51. State Bank of India
Sirali Branch, Harda-461335
52. State Bank of India
Timarni Branch, Harda-461228
53. State Bank of India
A.D.B. Seoni Malwa Hoshangabad-461221
54. State Bank of India
Seoni Malwa Branch, Hoshangabad-461223
55. State Bank of India
Sheopur Branch, Hoshangabad-461225
56. State Bank of India
Anand Nagar Khandwa Branch, Khandwa-450001
57. State Bank of India
Civil Lines Khandwa Branch, Khandwa-450001
58. State Bank of India
Harsud Branch, Khandwa-450116
59. State Bank of India
Khalwa Branch, Khandwa-450117
60. State Bank of India
Khandwa Branch, Khandwa-450001
61. State Bank of India
Lal Chowki Khandwa Branch, Khandwa-450001
62. State Bank of India
Narmada Nagar (Punasa) Branch,
Khandwa-450114
63. State Bank of India
Sihada Branch, Khandwa-450992
64. State Bank of India
Barwah Branch, Khargone-451115
65. State Bank of India
Bediya Branch, Khargone-451113
66. State Bank of India
Bhikangaon Branch, Khargone-451331
67. State Bank of India
Jawahar Marg Khargone Branch,
Khargone-451001
68. State Bank of India
Kasrabad Branch, Khargone-451228
69. State Bank of India
Khargone Branch, Khargone-451001
70. State Bank of India
Maheshwar Branch, Khargone-451224
71. State Bank of India
Sanavad (Dhakalgaon Village Branch)
Khargone-451111
72. State Bank of India
Segaon Branch, Khargone-451442
73. State Bank of India
Alirajpur Branch, Alirajpur-457887
74. State Bank of India
Dhamnod Branch, Dhar-454552
75. State Bank of India
Dhar Branch, Dhar-454001
76. State Bank of India
Kukshi Branch, Dhar-454331
77. State Bank of India
Manawar Branch, Dhar-454443
78. State Bank of India
Pithampur Branch, Dhar-472336
79. State Bank of India
A.D.B. Sanwer Indore-453551
80. State Bank of India
Annapurna Road Indore Branch, Indore-452002
81. State Bank of India
Basant Vihar Colony Branch, Indore-452001
82. State Bank of India
C.S.W.T. BSF. Campus Branch, Indore-452005
83. State Bank of India
Collectorate Branch, Indore-452001
84. State Bank of India
Depalpur Branch, Indore-453115
85. State Bank of India
Godha Colony Branch, Indore-452004

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|---|---|
| 86. State Bank of India
Harsola Branch, Indore-453441 | 110. State Bank of India
Meghnagar Branch, Jhabua-457779 |
| 87. State Bank of India
I.E. Branch, Indore-452003 | 111. State Bank of India
Petlawad Branch, Jhabua-457773 |
| 88. State Bank of India
Indore City Branch, Indore-452003 | 112. State Bank of India
Ranapur Branch, Jhabua-457993 |
| 89. State Bank of India
Jamli Village Branch, Indore-453643 | 113. State Bank of India
A.D.B. Amla Betul-460551 |
| 90. State Bank of India
Jawahar Marg Branch, Indore-452001 | 114. State Bank of India
Adarsh Dhanora Village Branch, Betul-460330 |
| 91. State Bank of India
Khandwa Road Branch, Indore-452017 | 115. State Bank of India
AFS Amla Branch, Betul-460553 |
| 92. State Bank of India
M. G. Road Market Branch, Indore-452007 | 116. State Bank of India
Athner Branch, Betul-460110 |
| 93. State Bank of India
M. G. Road Branch, Indore-452002 | 117. State Bank of India
Betul Branch, Betul-460001 |
| 94. State Bank of India
Manik Bagh Road Branch, Indore-452001 | 118. State Bank of India
Bhainsdehi Branch, Betul-460220 |
| 95. State Bank of India
Mhow Branch, Indore-453441 | 119. State Bank of India
Bodki Village Branch, Betul-460553 |
| 96. State Bank of India
MPSEB Branch, Indore-452001 | 120. State Bank of India
Chicholi Branch, Betul-460330 |
| 97. State Bank of India
Neel Kanth Branch, Indore-452006 | 121. State Bank of India
Chirapatla Branch, Betul-460330 |
| 98. State Bank of India
Old Palasia Branch, Indore-452001 | 122. State Bank of India
Chuna Hazuri Branch, Betul-460330 |
| 99. State Bank of India
PBB Vijay Nagar Indore, Indore-452003 | 123. State Bank of India
Deshawadi Branch, Betul-460440 |
| 100. State Bank of India
PBB Y N Road Indore, Indore-452003 | 124. State Bank of India
Kolgaon Village Branch, Betul-460002 |
| 101. State Bank of India
Prakash Nagar Branch, Indore-452001 | 125. State Bank of India
Kothi Bazar Betul Branch, Betul-460001 |
| 102. State Bank of India
Rau Branch, Indore-453331 | 126. State Bank of India
Multai Branch, Betul-460661 |
| 103. State Bank of India
RNT Marg Branch, Indore, Indore-452001 | 127. State Bank of India
Nanda Branch, Betul-460330 |
| 104. State Bank of India
S.M.E. Branch, Indore, Indore-452003 | 128. State Bank of India
Pathakhera Branch, Betul-460449 |
| 105. State Bank of India
Sapna Sangeeta Indore, Indore-452001 | 129. State Bank of India
Prabhatpattan Village Branch, Betul-460665 |
| 106. State Bank of India
Service Branch, Indore, Indore-452001 | 130. State Bank of India
Sadar Betul Branch, Betul-460001 |
| 107. State Bank of India
Sukhniwas Branch, Indore, Indore-452012 | 131. State Bank of India
Sarni Branch, Betul-460447 |
| 108. State Bank of India
A.D.B. Thandla Jhabua-457777 | 132. State Bank of India
Shahpura Betul, Betul-460440 |
| 109. State Bank of India
Jhabua Branch, Jhabua-457661 | 133. State Bank of India
Shobhapur Branch, Betul-460449 |

134. State Bank of India
A.D.B. Chhindwara, Chhindwara-480001
135. State Bank of India
Amarwara Branch, Chhindwara-480221
136. State Bank of India
Ambhara Branch, Chhindwara-480551
137. State Bank of India
Barkuhi Branch, Chhindwara-480441
138. State Bank of India
Bhamori Village Branch, Chhindwara-480449
139. State Bank of India
Bichhua Branch, Chhindwara-480111
140. State Bank of India
Boregaon Branch, Chhindwara-480106
141. State Bank of India
Chandameta Branch, Chhindwara-480447
142. State Bank of India
Chhindwara Branch, Chhindwara-480001
143. State Bank of India
Chikhalikalan Branch, Chhindwara-480557
144. State Bank of India
Chourai Branch, Chhindwara-480115
145. State Bank of India
Damua Branch, Chhindwara-480555
146. State Bank of India
Ganj Area Chhindwara, Chhindwara-480001
147. State Bank of India
Gurraiya Branch, Chhindwara-480332
148. State Bank of India
Junnardeo Branch, Chhindwara-480551
149. State Bank of India
Kamathi (Sawri Bazar) Sab, Chhindwara-480331
150. State Bank of India
Mohkhed Branch, Chhindwara-480228
151. State Bank of India
Pandhurna Branch, Chhindwara-480334
152. State Bank of India
Parasia Branch, Chhindwara-480441
153. State Bank of India
PBB Chhindwara Chhindwara-480001
154. State Bank of India
Prasanna Vihar Colony Branch,,
Chhindwara-480441
155. State Bank of India
Rawanwara Branch,
Chhindwara-480441
156. State Bank of India
Sausar Branch, Chhindwara-480106
157. State Bank of India
Umranala Branch, Chhindwara-480107
158. State Bank of India
A.D.B. Bagli, Dewas-455227
159. State Bank of India
Dewas Branch, Dewas-455001
160. State Bank of India
PBB Dewas, Dewas-455001
161. State Bank of India
A.D.B. Laduna, Mandsaur-458489
162. State Bank of India
Botalganj Branch, Mandsaur-458664
163. State Bank of India
Krishi Upaj Mandi BR Mandsaur,
Mandsaur-458001
164. State Bank of India
Mandsaur Branch,, Mandsaur-458001
165. State Bank of India
Kanawati Branch,, Neemuch-458441
166. State Bank of India
Neemuch Branch,, Neemuch-456006
167. State Bank of India
Vikram Nagar (Damodarpura) Branch,,
Neemuch-458330
168. State Bank of India
Basindra Branch,, Ratlam-457001
169. State Bank of India
Collectorate Ratlam Branch,, Ratlam-457001
170. State Bank of India
Commercial Branch, Ratlam, Ratlam-457001
171. State Bank of India
DRM Office, Ratlam Branch, Ratlam-457001
172. State Bank of India
Jaora Branch,, Ratlam-457226
173. State Bank of India
Kunda (Sab) Ratlam-457551
174. State Bank of India
NRI BE Ratlam Branch,, Ratlam-457001
175. State Bank of India
PBB Ratlam, Ratlam-457001
176. State Bank of India
Ratlam Branch, Ratlam-457001
177. State Bank of India
Shivpur Village Branch, Ratlam-457115
178. State Bank of India
Agar Branch, Shajapur-465002
179. State Bank of India
Akodia Mandi Branch, Shajapur-465223

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| 180. State Bank of India
Maksi Nagar Branch, Shajapur-465106 | 204. State Bank of India
Dandia Branch, Raisen-464881 |
| 181. State Bank of India
Mandoda Sab, Shajapur-465226 | 205. State Bank of India
Deori Branch, Raisen-464774 |
| 182. State Bank of India
Nalkhera Branch, Shajapur-465445 | 206. State Bank of India
Gairatganj Branch, Raisen-464884 |
| 183. State Bank of India
Shajapur Branch, Shajapur-465001 | 207. State Bank of India
Mandideep Branch, Raisen-462046 |
| 184. State Bank of India
Shujalpur Branch, Shajapur-465331 | 208. State Bank of India
Obedullaganj Branch, Raisen-464993 |
| 185. State Bank of India
Susner Branch, Shajapur-465447 | 209. State Bank of India
Raisen Branch, Raisen-464551 |
| 186. State Bank of India
A.D.B. Khachrod, Ujjain-456224 | 210. State Bank of India
Salamatpur Branch, Raisen-464651 |
| 187. State Bank of India
Badnagar Branch, Ujjain-456771 | 211. State Bank of India
Seermau Branch, Raisen-464886 |
| 188. State Bank of India
Chimanganj Mandi Ujjain, Ujjain-456001 | 212. State Bank of India
Silwani Branch, Raisen-464886 |
| 189. State Bank of India
Harsodan Village Branch, Ujjain-456010 | 213. State Bank of India
Simariya Khurd Branch, Raisen-464671 |
| 190. State Bank of India
Ingoria Village Branch, Ujjain-456222 | 214. State Bank of India
Udaipura Branch, Raisen-464770 |
| 191. State Bank of India
Jaithal Village Branch, Ujjain-456006 | 215. State Bank of India
A.D.B. Sehore Branch, Sehore-466001 |
| 192. State Bank of India
Madhav Nagar Ujjain, Ujjain-456001 | 216. State Bank of India
Astha Branch, Sehore-466116 |
| 193. State Bank of India
Mahidpur Branch, Ujjain-456443 | 217. State Bank of India
Baktara Branch, Sehore-466443 |
| 194. State Bank of India
Nagda Branch, Ujjain-456335 | 218. State Bank of India
Bayan Village Branch, Sehore-466441 |
| 195. State Bank of India
Nai Sarak Ujjain, Ujjain-456006 | 219. State Bank of India
Bilkisganj Village Branch, Sehore-466111 |
| 196. State Bank of India
Narwar Branch, Ujjain-456664 | 220. State Bank of India
Budhni Branch, Sehore-466445 |
| 197. State Bank of India
Nayapura Ujjain, Ujjain-456006 | 221. State Bank of India
Dobi Village Branch, Sehore-466554 |
| 198. State Bank of India
Sarafa Ujjain, Ujjain-456006 | 222. State Bank of India
Jenhawar Branch, Sehore-466115 |
| 199. State Bank of India
Tarana Branch, Ujjain-456665 | 223. State Bank of India
Tara Branch, Sehore-466221 |
| 200. State Bank of India
Ujjain Main Branch, Ujjain-456001 | 224. State Bank of India
Kand Muti Branch, Sehore-466116 |
| 201. State Bank of India
A.D.B Bareli, Raisen-464668 | 225. State Bank of India
Kethri Branch, Sehore-466114 |
| 202. State Bank of India
Badi Branch, Raisen-464665 | 226. State Bank of India
Larkui Village Branch, Sehore-466331 |
| 203. State Bank of India
Begumganj Branch, Raisen-464881 | 227. State Bank of India
Nasrullaganj Branch, Sehore-466331 |

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| 228. State Bank of India
Rethi Branch, Sehore-466446 | 252. State Bank of India
Fatehgarh Branch, Bhopal-462001 |
| 229. State Bank of India
Sehore Branch, Sehore-466001 | 253. State Bank of India
Gandhi Medical College Branch, Bhopal-462001 |
| 230. State Bank of India
Shyampur Branch, Sehore-466651 | 254. State Bank of India
Govt. Business Branch, Bhopal-462001 |
| 231. State Bank of India
A. D. B. Vidisha, Vidisha-464001 | 255. State Bank of India
Hamidia Road Branch, Bhopal-462029 |
| 232. State Bank of India
Atari Khejra Branch, Vidisha-464331 | 256. State Bank of India
Hoshangabad Road (Misrod) Branch,
Bhopal-462026 |
| 233. State Bank of India
Barwai Village Branch, Vidisha-464224 | 257. State Bank of India
Jehangirabad Road Branch, Bhopal-462008 |
| 234. State Bank of India
Ganj Basoda Branch, Vidisha-464221 | 258. State Bank of India
Kasturba Hospital Bhel Branch, Bhopal-462023 |
| 235. State Bank of India
Khamkheda Branch, Vidisha-464226 | 259. State Bank of India
Marwari Road Branch, Bhopal-462001 |
| 236. State Bank of India
Kurwai Branch, Vidisha-464224 | 260. State Bank of India
Minal Residency Branch, Bhopal-462023 |
| 237. State Bank of India
Lateri Branch, Vidisha-464114 | 261. State Bank of India
Municipal Corporation Branch, Bhopal-462001 |
| 238. State Bank of India
Sati Vidisha Branch, Vidisha-464001 | 262. State Bank of India
Old Secretariat Branch, Bhopal-462001 |
| 239. State Bank of India
Sironj Branch, Vidisha-464228 | 263. State Bank of India
Royal Market Branch, Bhopal-462001 |
| 240. State Bank of India
3 EME Centre Bairagarh Branch, Bhopal-462031 | 264. State Bank of India
S.M.E. Branch, Bhopal-462023 |
| 241. State Bank of India
Airport Road Branch, Bhopal-462036 | 265. State Bank of India
Sultania Road Branch, Bhopal-462001 |
| 242. State Bank of India
Ayodhya Nagar Branch, Bhopal-462023 | 266. State Bank of India
A.D.B Babai Branch, Hoshangabad-461661 |
| 243. State Bank of India
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A.D.B Pipariya Branch, Hoshangabad-461775 |
| 244. State Bank of India
Bairagarh Main Market Branch, Bhopal-462031 | 268. State Bank of India
Babai Branch, Hoshangabad-461661 |
| 245. State Bank of India
Bhel Plant Area Branch, Bhopal-462022 | 269. State Bank of India
Bankhedi Branch, Hoshangabad-461661 |
| 246. State Bank of India
Bhopal University Branch, Bhopal-462026 | 270. State Bank of India
Hoshangabad Branch, Hoshangabad-461001 |
| 247. State Bank of India
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Itarsi Branch, Hoshangabad-461111 |
| 248. State Bank of India
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| 249. State Bank of India
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| 250. State Bank of India
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| 251. State Bank of India
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| 277. State Bank of India
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| 278. State Bank of India
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| 279. State Bank of India
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| 280. State Bank of India
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| 281. State Bank of India
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| 282. State Bank of India
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| 283. State Bank of India
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GRC Branch, Jabalpur-482001 |
| 284. State Bank of India
RACPC Branch, Bhopal-462011 | 305. State Bank of India
Gun Carriage Factory Branch, Jabalpur-482011 |
| 285. State Bank of India
SMECC Branch, Bhopal-462011 | 306. State Bank of India
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| 286. State Bank of India
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| 288. State Bank of India
RACPC Branch, Indore-452001 | 309. State Bank of India
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| 289. State Bank of India
SARC Branch, Indore-452001 | 310. State Bank of India
Jabalpur Main Branch, Jabalpur-482001 |
| 290. State Bank of India
SMECC Branch, Indore-452001 | 311. State Bank of India
Jawaharganj Branch, Jabalpur-482002 |
| 291. State Bank of India
RASECC Branch, Ujjain-456001 | 312. State Bank of India
K.U. Mandi Branch, Jabalpur-482002 |
| 292. State Bank of India
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| 293. State Bank of India
A.D.B Shahpura Branch, Jabalpur-483119 | 314. State Bank of India
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| 294. State Bank of India
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| 295. State Bank of India
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| 296. State Bank of India
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| 320. State Bank of India
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| 321. State Bank of India
Milloniganj Branch, Jabalpur-482002 | 342. State Bank of India
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| 322. State Bank of India
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| 323. State Bank of India
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| 325. State Bank of India
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| 326. State Bank of India
PBB Jabalpur, Jabalpur-482001 | 347. State Bank of India
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| 327. State Bank of India
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| 328. State Bank of India
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| 329. State Bank of India
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| 330. State Bank of India
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Samnapur Village Branch, Dindori-481778 |
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Shakti Nagar Jabalpur (GCF) Branch,
Jabalpur-483225 | 352. State Bank of India
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| 332. State Bank of India
Sihora Branch, Jabalpur-483225 | 353. State Bank of India
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| 333. State Bank of India
Tularam Chowk Branch, Jabalpur-482002 | 354. State Bank of India
Bijadandi Village Branch, Mandla-486674 |
| 334. State Bank of India
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Chirai Dongri Branch, Mandla-481662 |
| 335. State Bank of India
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| 337. State Bank of India
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| 340. State Bank of India
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Chakghat Village Branch, Rewa-486226 |
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Dabhaura Branch, Rewa-486556 |
| 366. State Bank of India
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| 367. State Bank of India
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| 368. State Bank of India
Kareli Branch, Narsinghpur-487221 | 389. State Bank of India
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| 369. State Bank of India
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Pili Kothi Rewa Branch, Rewa-486001 |
| 370. State Bank of India
Khulari Village Branch, Narsinghpur-481441 | 391. State Bank of India
Rewa Main Branch, Rewa-486001 |
| 371. State Bank of India
Narsinghpur Branch, Narsinghpur-487001 | 392. State Bank of India
Rewa City Branch, Rewa-486001 |
| 372. State Bank of India
Sainkheda Branch, Narsinghpur-487661 | 393. State Bank of India
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| 373. State Bank of India
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SME Rewa Branch, Rewa-486001 |
| 374. State Bank of India
Suatala Village Branch, Narsinghpur-487315 | 395. State Bank of India
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| 375. State Bank of India
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Narsinghpur-487337 | 396. State Bank of India
Amarpatan Branch, Satna-485775 |
| 376. State Bank of India
Barghat Branch, Seoni-480667 | 397. State Bank of India
Barethia Branch, Satna-485441 |
| 377. State Bank of India
Chhapara Branch, Seoni-480884 | 398. State Bank of India
Birla Colony Branch, Satna-485005 |
| 378. State Bank of India
Dhanora Village Branch, Seoni-480998 | 399. State Bank of India
Collectorate Branch Satna, Satna-485001 |
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Ghansore Branch, Seoni-480997 | 400. State Bank of India
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| 407. State Bank of India
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| 408. State Bank of India
Rampur Baghelan Branch, Satna-485115 | 430. State Bank of India
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| 409. State Bank of India
Satna Main Branch, Satna-485001 | 431. State Bank of India
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| 411. State Bank of India
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Deogaon Village Branch, Katni-483501 |
| 413. State Bank of India
Rajmilan (Koyalkooth) Branch, Sidhi-486886 | 435. State Bank of India
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Katni-483501 |
| 414. State Bank of India
Sidhi Branch, Sidhi-486661 | 436. State Bank of India
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Sidhi City Branch, Sidhi-486661 | 437. State Bank of India
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| 417. State Bank of India
Jayant Branch, Singrauli-486890 | 439. State Bank of India
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Waidhan Branch, Singrauli-486886 | 444. State Bank of India
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| 426. State Bank of India
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Umariapan Village Branch,
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451. State Bank of India
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452. State Bank of India
Bansagar Dam Deoland Branch, Shahdol-484776
453. State Bank of India
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454. State Bank of India
Dhanpuri Branch, Shahdol-484114
455. State Bank of India
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456. State Bank of India
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457. State Bank of India
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458. State Bank of India
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459. State Bank of India
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460. State Bank of India
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461. State Bank of India
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462. State Bank of India
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Market Area Umaria Branch, Umaria-484661
464. State Bank of India
Nowrozabad Branch, Umaria-484555
465. State Bank of India
Pali Branch, Umaria-484551
466. State Bank of India
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467. State Bank of India
Umaria Branch, Umaria-484661
468. State Bank of India
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469. State Bank of India
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470. State Bank of India
Batiagarh Branch, Damoh-470673
471. State Bank of India
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472. State Bank of India
Damoh City Branch, Damoh-470661
473. State Bank of India
Deodongra Branch, Damoh-470772
474. State Bank of India
Futera Kalan Village Branch, Damoh-470674
475. State Bank of India
Hatta Branch, Damoh-470775
476. State Bank of India
Hindoria Branch, Damoh-470771
477. State Bank of India
Hinotakalan Village Branch, Damoh-470775
478. State Bank of India
Jabera Branch, Damoh-470881
479. State Bank of India
Khanderi (SAB), Damoh-470666
480. State Bank of India
Kindrho Sab, Damoh-470666
481. State Bank of India
Narsingharh Branch, Damoh-470675
482. State Bank of India
Patera Branch, Damoh-470772
483. State Bank of India
Patharia Branch, Damoh-470666
484. State Bank of India
Patna Raja Branch, Damoh-470901
485. State Bank of India
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486. State Bank of India
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487. State Bank of India
Agasod Distt. Branch, Saugor-470113
488. State Bank of India
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489. State Bank of India
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490. State Bank of India
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491. State Bank of India
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492. State Bank of India
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493. State Bank of India
Deori Branch, Saugor-470226
494. State Bank of India
Dhana Branch, Saugor-470228
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| 504. State Bank of India
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| 505. State Bank of India
Rehli Sarc Branch, Saugor-470227 | 529. State Bank of India
Akansha Branch, Pachpedi Naka Raipur,
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| 506. State Bank of India
Saugor Main Branch, Saugor-470002 | 530. State Bank of India
SP Housing Finance Branch, Raipur-492001 |
| 507. State Bank of India
Saugor University Branch, Saugor-470003 | 531. State Bank of India
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| 508. State Bank of India
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Kutchery Branch, Raipur-492001 |
| 509. State Bank of India
Shahgarh Branch, Saugor-470339 | 533. State Bank of India
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| 510. State Bank of India
Shahpur (Ganeshganj) Branch, Saugor-470669 | 534. State Bank of India
P. B. B. Raipur, Raipur-492001 |
| 511. State Bank of India
SME Saugor Branch, Saugor-470002 | 535. State Bank of India
Pandritarai K.U.M. Branch, Raipur-492004 |
| 512. State Bank of India
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PBB Choubey Colony, Raipur-492010 |
| 513. State Bank of India
CCPC Jabalpur, Jabalpur-482002 | 537. State Bank of India
Phaphadih Branch, Raipur-492009 |
| 514. State Bank of India
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| 515. State Bank of India
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| 516. State Bank of India
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Raipur Main Branch, Raipur-492001 |
| 517. State Bank of India
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Ramsagar Para Branch, Raipur-492001 |
| 518. State Bank of India
Dhamtari Branch, Dhamtari-493773 | 542. State Bank of India
S. M. E. Branch, Raipur, Raipur-492001 |
| 519. State Bank of India
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| 520. State Bank of India
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| 545. State Bank of India
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| 546. State Bank of India
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| 547. State Bank of India
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Niharika, Branch, Korba-491681 |
| 548. State Bank of India
Sunder Nagar Branch, Raipur-492001 | 571. State Bank of India
Ompur Village Branch, Korba-495683 |
| 549. State Bank of India
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Pali Village Branch, Korba-495445 |
| 550. State Bank of India
VIP Estate Branch, Raipur-492001 | 573. State Bank of India
Pondi Uprora Village Branch, Korba-495444 |
| 551. State Bank of India
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S. E. C. L. Branch, Korba-495679 |
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592. State Bank of India
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595. State Bank of India
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596. State Bank of India
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601. State Bank of India
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602. State Bank of India
A. D. B. Balod Durg-491226
603. State Bank of India
ACC Jamui Branch, Durg-490024
604. State Bank of India
Alka Deptl. Store Bhilai Branch, Durg-490006
605. State Bank of India
Balod Branch, Durg-491226
606. State Bank of India
Bemetara Branch, Durg-491335
607. State Bank of India
Bhardakala Branch, Durg-491221
608. State Bank of India
Bhilai Branch, Durg-490001
609. State Bank of India
Bhilai Camp Area Branch, Durg-490001
610. State Bank of India
Chand Charoda Branch, Durg-490021
611. State Bank of India
Educa. Hospital Area Branch, Durg-490003
612. State Bank of India
Bhilai Market Area Branch, Durg-490001
613. State Bank of India
Bhilai Steel Plant Area Branch, Durg-490001
614. State Bank of India
Bhilai-31 Branch, Durg-490001
615. State Bank of India
Chhirha Branch, Durg-491335
616. State Bank of India
Dhamdha Branch, Durg-491331
617. State Bank of India
Dondi Branch, Durg-491230
618. State Bank of India
Dondi Lohara Branch, Durg-491771
619. State Bank of India
Durg Branch, Durg-491001
620. State Bank of India
Cundardehi Branch, Durg-491223
621. State Bank of India
I. E. Bhilai Branch, Durg-490026
622. State Bank of India
Indira Place Bhilai Branch, Durg-490010
623. State Bank of India
Karesara Sab Branch, Durg-491335
624. State Bank of India
Kumhari Branch, Durg-490042
625. State Bank of India
Malviya Nagar Durg Branch, Durg-491001
626. State Bank of India
Maroda Uttai Branch, Durg-490006
627. State Bank of India
Nandini Township Bhilai Branch, Durg-490036
628. State Bank of India
Nawagarh Branch, Durg-491337
629. State Bank of India
P. B. B. Bhilai Branch, Durg-490026
630. State Bank of India
Patan Branch, Durg-491111
631. State Bank of India
Rajahara Branch, Durg-491228
632. State Bank of India
Resali Bhilai Branch, Durg-490006
633. State Bank of India
S. M. E. Bhilai Branch, Durg-490001
634. State Bank of India
S. M. E. Durg Branch, Durg-491001
635. State Bank of India
Station Road Durg Branch, Durg-491011
636. State Bank of India
Supela Bhilai Branch, Durg-490023
637. State Bank of India
Suregaon Sab, Durg-491225
638. State Bank of India
Temri Village Branch, Durg-491335
639. State Bank of India
Vaishali Nagar Bhilai Branch, Durg-490023

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A. D. B. Rajnandgaon Rajnandgaon-491441 | 664. State Bank of India
Awapalli Village Branch, Bijapur-494447 |
| 641. State Bank of India
Chhuria Branch, Rajnandgaon-491558 | 665. State Bank of India
Bhairamgarh Village Branch, Bijapur-494443 |
| 642. State Bank of India
Collectorate Branch, Rajnandgaon-491441 | 666. State Bank of India
Bhopalpatnam Branch, Bijapur-494446 |
| 643. State Bank of India
Dongargaon Branch, Rajnandgaon-491601 | 667. State Bank of India
Bijapur Branch, Bijapur-494444 |
| 644. State Bank of India
Gandai Pandharia Branch, Rajnandgaon-491441 | 668. State Bank of India
Naimeid Branch, Bijapur-494114 |
| 645. State Bank of India
Khairagarh Branch, Rajnandgaon-491801 | 669. State Bank of India
Bacheli Branch, Dantewada-494553 |
| 646. State Bank of India
Murmunda Branch, Rajnandgaon-491441 | 670. State Bank of India
Dantewara Branch, Dantewada-494445 |
| 647. State Bank of India
Rajnandgaon Branch, Rajnandgaon-491441 | 671. State Bank of India
Geedam Branch, Dantewada-494441 |
| 648. State Bank of India
SME Rajnandgaon Branch, Rajnandgaon-491441 | 672. State Bank of India
Kirandul Branch, Dantewada-494586 |
| 649. State Bank of India
A. D. B. Jagdalpur Bastar-494001 | 673. State Bank of India
Konta Branch, Dantewada-494114 |
| 650. State Bank of India
Adawal Village Branch, Bastar-494223 | 674. State Bank of India
MPEB Colony Bodhghat Branch,
Dantewada-494441 |
| 651. State Bank of India
Bajawand Village Branch, Bastar-494221 | 675. State Bank of India
Nakulnar Village Branch, Dantewada-494552 |
| 652. State Bank of India
Bakawand Village Branch, Bastar-494222 | 676. State Bank of India
Sukma Branch, Dantewada-494111 |
| 653. State Bank of India
Bastar Village Branch, Bastar-494223 | 677. State Bank of India
Antagarh Branch, Kanker-494665 |
| 654. State Bank of India
Bhanpuri Village Branch, Bastar-494224 | 678. State Bank of India
Asulkhar Sab Kanker-494669 |
| 655. State Bank of India
Collectorate Jagdalpur Branch, Bastar-494001 | 679. State Bank of India
Venggaon Sab Kanker-494334 |
| 656. State Bank of India
Jagdalpur Branch, Bastar-494001 | 680. State Bank of India
Bande Village Branch, Kanker-494777 |
| 657. State Bank of India
Kesarpal Sab, Bastar-494224 | 681. State Bank of India
Bhanupratappur Branch, Kanker-494669 |
| 658. State Bank of India
Keshkal Branch, Bastar-494331 | 682. State Bank of India
Charama Branch, Kanker-494337 |
| 659. State Bank of India
Kondagaon Branch, Bastar-494226 | 683. State Bank of India
Durgkondal Sab Kanker-494669 |
| 660. State Bank of India
Lohandiguda Village Branch, Bastar-494010 | 684. State Bank of India
Kanker Branch, Kanker-494334 |
| 661. State Bank of India
Pharasgaon Branch, Bastar-494228 | 685. State Bank of India
Korar Branch, Kanker-494670 |
| 662. State Bank of India
SME Jagdalpur Branch, Bastar-494001 | 686. State Bank of India
Narbaipur Branch, Kanker-494333 |
| 663. State Bank of India
Tokapal Branch, Bastar-494442 | |

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| 687. State Bank of India
Pakhanjore Branch, Kanker-494776 | 711. State Bank of India
Gerwani Branch, Raigarh-496001 |
| 688. State Bank of India
Sarona Branch, Kanker-494335 | 712. State Bank of India
Gharghoda Branch, Raigarh-496111 |
| 689. State Bank of India
Narainpur Branch, Narainpur-494661 | 713. State Bank of India
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Raigarh-496001 |
| 690. State Bank of India
Chandrasahni Branch, Janjgir-Champa-495692 | 714. State Bank of India
Kabir Chowk Branch, Raigarh-496001 |
| 691. State Bank of India
Dabra Chowk Branch, Janjgir-Champa-495688 | 715. State Bank of India
Kharsia Branch, Raigarh-496661 |
| 692. State Bank of India
Bagicha Branch, Jashpur-496224 | 716. State Bank of India
Kondatarai Branch, Raigarh-496100 |
| 693. State Bank of India
Collectorate Branch, Jashpur-496331 | 717. State Bank of India
Lailunga Branch, Raigarh-496113 |
| 694. State Bank of India
Duldula Branch, Jashpur-496334 | 718. State Bank of India
Lendhra Sab, Raigarh-496551 |
| 695. State Bank of India
Gajiadih Branch, Jashpur-496220 | 719. State Bank of India
PBB Raigarh, Raigarh-496001 |
| 696. State Bank of India
Jashpumagar Branch, Jashpur-496331 | 720. State Bank of India
Pharsababar Branch, Raigarh-496242 |
| 697. State Bank of India
Kansabel Branch, Jashpur-496223 | 721. State Bank of India
Pussore Branch, Raigarh-496440 |
| 698. State Bank of India
Keradih Sab, Jashpur-496334 | 722. State Bank of India
Raigarh Branch, Raigarh-496001 |
| 699. State Bank of India
Kotba Branch, Jashpur-496220 | 723. State Bank of India
Sarangarh Branch, Raigarh-496445 |
| 700. State Bank of India
Kunkuri Branch, Jashpur-496225 | 724. State Bank of India
Sariya Branch, Raigarh-496554 |
| 701. State Bank of India
Manora Branch, Jashpur-496330 | 725. State Bank of India
SME Raigarh Branch, Raigarh-496001 |
| 702. State Bank of India
Pathalgaon Branch, Jashpur-496118 | 726. State Bank of India
Tamnar Village Branch, Raigarh-496107 |
| 703. State Bank of India
Sarabkambo Branch, Jashpur-496224 | 727. State Bank of India
A. D. B. Bilaspur, Bilaspur-495001 |
| 704. State Bank of India
Tapkara Branch, Jashpur-496227 | 728. State Bank of India
Baithalpur Branch, Bilaspur-495224 |
| 705. State Bank of India
A. D. B. Raigarh Raigarh-496001 | 729. State Bank of India
Belghana Branch, Bilaspur-495116 |
| 706. State Bank of India
A. D. B. Sarangarh Raigarh-496445 | 730. State Bank of India
Bilaspur Branch, Bilaspur-495001 |
| 707. State Bank of India
Baramkela Branch, Raigarh-496551 | 731. State Bank of India
Bilha Branch, Bilaspur-495224 |
| 708. State Bank of India
Chakradhar Nagar Branch, Raigarh-496001 | 732. State Bank of India
Chakarbhata Branch, Bilaspur-495220 |
| 709. State Bank of India
Chhal Branch, Raigarh-496665 | 733. State Bank of India
City Branch, Bilaspur-495001 |
| 710. State Bank of India
Dharamjaigarh Branch, Raigarh-496116 | |

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| 734. State Bank of India
Collectorate Branch, Bilaspur-495001 | 758. State Bank of India
Tifra Branch, Bilaspur-495223 |
| 735. State Bank of India
Commercial Branch, Bilaspur-495001 | 759. State Bank of India
Bidora Sab Kawardha -491995 |
| 736. State Bank of India
High Court Branch, Bilaspur-495001 | 760. State Bank of India
Bodla Village Branch, Kawardha -491333 |
| 737. State Bank of India
Kathakoni Village Branch, Bilaspur-495001 | 761. State Bank of India
Chilphi Village Kawardha -491995 |
| 738. State Bank of India
Kota (Bilaspur) Branch, Bilaspur-495113 | 762. State Bank of India
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| 739. State Bank of India
Lakhram Village Branch, Bilaspur-495442 | 763. State Bank of India
Pandaria Kawardha -495337 |
| 740. State Bank of India
Lormi Branch, Bilaspur-495115 | 764. State Bank of India
Rengakhar Kawardha -491888 |
| 741. State Bank of India
Marwahi Village Branch, Bilaspur-495118 | 765. State Bank of India
Sahaspur Lohara Branch, Kawardha -491991 |
| 742. State Bank of India
Masturi Branch, Bilaspur-495551 | 766. State Bank of India
Akaltara Branch, Janjgir-Champa-495552 |
| 743. State Bank of India
Mopka Village Branch, Bilaspur-495011 | 767. State Bank of India
Baloda Village Branch, Janjgir-Champa -495559 |
| 744. State Bank of India
Mungeli Branch, Bilaspur-495334 | 768. State Bank of India
Baradwar Branch, Janjgir-Champa -495687 |
| 745. State Bank of India
Pachpheri Village Branch, Bilaspur-495551 | 769. State Bank of India
Champa Branch, Janjgir-Champa -495671 |
| 746. State Bank of India
Patharia Village Branch, Bilaspur-495335 | 770. State Bank of India
Jaijaipur Village Branch, Janjgir-Champa -495686 |
| 747. State Bank of India
PBB Bilaspur Branch, Bilaspur-495001 | 771. State Bank of India
Janjgir Branch, Janjgir-Champa -495668 |
| 748. State Bank of India
Pendra Road Branch, Bilaspur-495117 | 772. State Bank of India
Kataud Branch, Janjgir-Champa -495668 |
| 749. State Bank of India
Pendra Village Branch, Bilaspur-495119 | 773. State Bank of India
Pangarh Branch, Janjgir-Champa -495554 |
| 750. State Bank of India
Railway Colony Branch, Bilaspur-495004 | 774. State Bank of India
Parsada Branch, Janjgir-Champa -495663 |
| 751. State Bank of India
Raj Kishore Nagar Branch, Bilaspur-495006 | 775. State Bank of India
Sakti Village Branch, Janjgir-Champa -495689 |
| 752. State Bank of India
Ratanpur Branch, Bilaspur-495442 | 776. State Bank of India
Saragaon Branch, Janjgir-Champa -495221 |
| 753. State Bank of India
S.E.C.L. Branch, Bilaspur-495001 | 777. State Bank of India
Seorinarayan Branch, Janjgir-Champa -495557 |
| 754. State Bank of India
Sarkanda Branch, Bilaspur-495001 | 778. State Bank of India
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| 755. State Bank of India
Shrikant Verma Marg Branch, Bilaspur-495001 | 779. State Bank of India
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Raipur-493322 |
| 756. State Bank of India
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Arang Branch, Raipur -493441 |
| 757. State Bank of India
Takhatpur Branch, Bilaspur-495330 | |

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| 781. State Bank of India
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Chanderi Branch, Ashoknagar-473446 |
| 782. State Bank of India
Bhanpuri Branch, Raipur -493221 | 806. State Bank of India
Mungawali Branch, Ashoknagar-473443 |
| 783. State Bank of India
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Aron Branch, Guna-473101 |
| 784. State Bank of India
Bilaigarh Branch, Raipur -493338 | 808. State Bank of India
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| 785. State Bank of India
Chhura Branch, Raipur -493996 | 809. State Bank of India
Barsat Branch, Guna-473276 |
| 786. State Bank of India
Gariaband Branch, Raipur -493009 | 810. State Bank of India
Bavrikhara (NFL Complex) Branch, Guna-473111 |
| 787. State Bank of India
Gatadih Sab, Raipur -493559 | 811. State Bank of India
Binaganj Branch, Guna-473115 |
| 788. State Bank of India
Grasim Cement Rawan Branch, Raipur -493195 | 812. State Bank of India
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| 789. State Bank of India
Hirmi Branch, Raipur -493195 | 813. State Bank of India
Guna Branch, Guna-473001 |
| 790. State Bank of India
Ind. Estate Urla Branch, Raipur -493221 | 814. State Bank of India
Airport Road Branch, Gwalior-474001 |
| 791. State Bank of India
Kasdol Branch, Raipur -493335 | 815. State Bank of India
CCPC, Branch, Gwalior-474001 |
| 792. State Bank of India
Mandhar Branch, Raipur -493111 | 816. State Bank of India
City Centre Branch, Guna-474011 |
| 793. State Bank of India
Nawapara Rajim Branch, Raipur -493881 | 817. State Bank of India
Collectorate Branch, Gwalior-474001 |
| 794. State Bank of India
Neora Branch, Raipur -493114 | 818. State Bank of India
Commercial Branch, Gwalior-474001 |
| 795. State Bank of India
Rasedih Sab Branch, Raipur -493332 | 819. State Bank of India
Drde Branch, Gwalior-474002 |
| 796. State Bank of India
Rohasi Branch, Raipur -493228 | 820. State Bank of India
G. R. Medical College Branch, Gwalior-474009 |
| 797. State Bank of India
Simga Branch, Raipur -493101 | 821. State Bank of India
Gwalior Main Branch, Gwalior-474001 |
| 798. State Bank of India
Administrative Office Branch, Raipur -492007 | 822. State Bank of India
Ind. Estate Branch, Gwalior-474003 |
| 799. State Bank of India
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Jayendraganj Branch, Gwalior-474009 |
| 800. State Bank of India
RASECC Bhilai, Durg -490001 | 824. State Bank of India
Mayur Market Branch, Gwalior-474011 |
| 801. State Bank of India
RASECC Korba, Korba -495677 | 825. State Bank of India
Mela Road Branch, Gwalior-474002 |
| 802. State Bank of India
RASMECC Raipur, Raipur-492001 | 826. State Bank of India
Morar Branch, Gwalior-474006 |
| 803. State Bank of India
SARC Raipur, Raipur-492001 | 827. State Bank of India
Moti Mahal Branch, Gwalior-474007 |
| 804. State Bank of India
Ashoknagar Branch, Ashoknagar-473331 | 828. State Bank of India
Naya Bazar Branch, Gwalior-474001 |

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| 829. State Bank of India
PBB Gwalior, Gwalior-474007 | 853. State Bank of India
Seondha Branch, Datia-475692 |
| 830. State Bank of India
Rambagh Colony Branch, Gwalior-474002 | 854. State Bank of India
Uchad Village Branch, Datia-475675 |
| 831. State Bank of India
Sheopur Kalan Branch, Sheopurkalan-476337 | 855. State Bank of India
B.S.F. Tekanpur Branch,
Gwalior - 475005 |
| 832. State Bank of India
Vijaypur Branch, Sheopurkalan-476332 | 856. State Bank of India, Bhitatwar Branch,
Gwalior - 475220 |
| 833. State Bank of India
Deharwara Branch, Shivpuri-473774 | 857. State Bank of India, Billaua Village Branch,
Gwalior - 475003 |
| 834. State Bank of India
Karera Branch, Shivpuri-473660 | 858. State Bank of India, Dabra Branch,
Gwalior - 475110 |
| 835. State Bank of India
Khaniadhana Branch, Shivpuri-473990 | 859. State Bank of India, Hastinapur Village Branch,
Gwalior - 475002 |
| 836. State Bank of India
Kolaras Branch, Shivpuri-473770 | 860. State Bank of India, Karahiya Village Branch,
Gwalior - 465220 |
| 837. State Bank of India
Narwar Branch, Shivpuri-473880 | 861. State Bank of India, Kulaith Branch,
Gwalior - 474010 |
| 838. State Bank of India
PBB Shivpuri, Shivpuri-473551 | 862. State Bank of India, Pichhore Branch,
Gwalior - 475115 |
| 839. State Bank of India
Pichor Branch, Shivpuri-473995 | 863. State Bank of India, A.D.B. Jaura Branch,
Morena - 476221 |
| 840. State Bank of India
Shivpuri Branch, Shivpuri-473551 | 864. State Bank of India, A.D.B. Sabalgarh
Morena — 476229 |
| 841. State Bank of India
Alampur Branch, Bhind-477449 | 865. State Bank of India, Ambah Branch,
Morena — 476444 |
| 842. State Bank of India
Bhind Branch, Bhind-477001 | 866. State Bank of India, Badagaon(Naoli) Branch,
Morena — 476133 |
| 843. State Bank of India
Collectorate Bhind Branch, Bhind-477001 | 867. State Bank of India, Bannore Branch,
Morena — 476444 |
| 844. State Bank of India
Gohad Branch, Bhind-477116 | 868. State Bank of India, Besaiya Village Branch,
Morena — 476011 |
| 845. State Bank of India
Lahar Branch, Bhind-477445 | 869. State Bank of India, Jhundpura Village Branch,
Morena — 476226 |
| 846. State Bank of India
Malanpur Industrial Area Branch, Bhind-477117 | 870. State Bank of India, Jiwajiganj Mandi,
Morena Branch,
Morena — 476001 |
| 847. State Bank of India
Mehgaon Branch, Bhind-477557 | 871. State Bank of India, Kailaras Branch,
Morena — 476224 |
| 848. State Bank of India
A.D.B. Datia, Datia-475661 | 872. State Bank of India, Mangrol Branch,
Morena — 476230 |
| 849. State Bank of India
Bhander Branch, Datia-475335 | 873. State Bank of India, Morena Branch,
Morena - 476001 |
| 850. State Bank of India
Datia Branch, Datia-475661 | 874. State Bank of India, Porsa Branch,
Morena - 476115 |
| 851. State Bank of India
Indergarh Branch, Datia-475675 | 875. State Bank of India, Sabalgarh Branch,
Morena - 476229 |
| 852. State Bank of India
Salon Bhitari Village Branch, Datia-475336 | |

876. State Bank of India, Sarai Chola Village Branch, Morena - 476001
877. State Bank of India, Thara Village Branch, Morena - 476117
878. State Bank of India, A.D.B Chhatarpur Chhatarpur - 471001
879. State Bank of India, Bada Malhera Branch, Chhatarpur - 471311
880. State Bank of India, Bijawar Branch, Chhatarpur - 471405
881. State Bank of India, Buxwaha Branch, Chhatarpur - 471318
882. State Bank of India, Chandla Branch, Chhatarpur - 471525
883. State Bank of India, Chhatarpur Main Branch, Chhatarpur - 471001
884. State Bank of India, Chowk Bazar Branch, Chhatarpur - 471001
885. State Bank of India, Garhi Malhera Branch, Chhatarpur - 471411
886. State Bank of India, Ghuwara Branch, Chhatarpur - 471313
887. State Bank of India, Gulganj Branch, Chhatarpur - 471301
888. State Bank of India, Harpalpur Branch, Chhatarpur - 471111
889. State Bank of India, Khajuraho Branch, Chhatarpur - 471606
890. State Bank of India, Londi Branch, Chhatarpur - 471515
891. State Bank of India, Nowgaon (BKD) Branch, Chhatarpur — 471201
892. State Bank of India, Parasaniya Branch, Chhatarpur — 471515
893. State Bank of India, Rajnagar Branch, Chhatarpur — 471625
894. State Bank of India, Rangoli (SAB) Chhatarpur — 471408
895. State Bank of India, S.M.E Branch, Chhatarpur Chhatarpur — 471001
896. State Bank of India, Satai Branch, Chhatarpur — 471408
897. State Bank of India, Ajaigarh Branch, Panna—488220
898. State Bank of India, Amanganj Branch, Panna — 488441
899. State Bank of India, Beera Sab Panna — 488220
900. State Bank of India, Devendra Nagar Branch, Panna - 488333
901. State Bank of India, Gunaur Village Branch, Panna - 488050
902. State Bank of India, Harduwahi Branch, Panna - 488050
903. State Bank of India, Kakrahti Branch, Panna - 488050
904. State Bank of India, Majhgawan Village Branch, Panna - 488101
905. State Bank of India, Panna Branch, Panna - 488001
906. State Bank of India, Panna City Branch, Panna - 488001
907. State Bank of India, Pawai Branch, Panna - 488446
908. State Bank of India, Purena Branch, Panna - 488482
909. State Bank of India, Raipura Panna Branch, Panna - 488442
910. State Bank of India, Saleha Branch, Panna - 488511
911. State Bank of India, Semaria Village Branch, Panna - 488442
912. State Bank of India, Shahnagar Branch, Panna - 483501
913. State Bank of India, Badagaon Branch, Tikamgarh - 472010
914. State Bank of India, Baldeogarh Branch, Tikamgarh - 472111
915. State Bank of India, Collectorate Branch, Tikamgarh - 472001
916. State Bank of India, Digoda Branch, Tikamgarh - 472339
917. State Bank of India, Jatara Branch, Tikamgarh - 472118
918. State Bank of India, Jewar Branch, Tikamgarh — 472447
919. State Bank of India, Khargapur Branch, Tikamgarh — 472115
920. State Bank of India, Lidhora Branch, Tikamgarh — 472331
921. State Bank of India, Niwari Branch, Tikamgarh — 472442
922. State Bank of India, Orcha (Pratappura) Branch, Tikamgarh — 471201
923. State Bank of India, Palera Branch, Tikamgarh — 472221
924. State Bank of India, Prothvipur Branch, Tikamgarh — 472336
925. State Bank of India, Puchhikarguwan (SAB) Tikamgarh — 472446
926. State Bank of India, Tikamgarh Branch, Tikamgarh — 472001
927. State Bank of India, Administrative Office Gwalior - 474009
928. State Bank of India, Rasecc Gwalior Gwalior - 474011
929. State Bank of India, Saarc Gwalior Gwalior - 474011
930. State Bank of India, Local Head Office Branch, Bhopal - 462011

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 25 अगस्त, 2010

का.आ. 2303.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में आकाशवाणी महानिदेशालय (सूचना और प्रसारण मंत्रालय) के निम्नलिखित अधीनस्थ केंद्रों/कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारिवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

1. आकाशवाणी, गोधरा
2. आकाशवाणी, नागपुर
3. आकाशवाणी, गुवाहाटी
4. विदेश प्रसारण सेवा, आकाशवाणी, नई दिल्ली
5. आकाशवाणी, नागरकोइल
6. आकाशवाणी, चेन्नै
7. आकाशवाणी, कारवार
8. राष्ट्रीय प्रसारण सेवा, आकाशवाणी, नई दिल्ली
9. आकाशवाणी, इम्फाल
10. आकाशवाणी, बीकानेर
11. विज्ञापन प्रसारण सेवा, आकाशवाणी, कोलकाता
12. आकाशवाणी, त्रिपुरा
13. आकाशवाणी, ईटानगर
14. आकाशवाणी, पुंछ
15. आकाशवाणी, रीवा
16. आकाशवाणी, भवानीपटना
17. आकाशवाणी, राउरकेला
18. आकाशवाणी, सिलीगुड़ी
19. आकाशवाणी, पौड़ी
20. आकाशवाणी, भटिंडा
21. आकाशवाणी, दीफू
22. विज्ञापन प्रसारण सेवा, कटक
23. उच्च शक्ति प्रेषित्र, आकाशवाणी, अजमेर
24. आकाशवाणी, रत्नागिरी
25. आकाशवाणी, पूर्णिया
26. एम. पी. टी. आकाशवाणी, यलहंका
27. आकाशवाणी, किन्नौर
28. आकाशवाणी, कोटा
29. आकाशवाणी, कोच्चि
30. आकाशवाणी, कटुआ

[फा. सं. ई-11017/6/2010-हिन्दी]

प्रयोज्यवदा, निदेशक (रा.भा.)

MINISTRY OF INFORMATION AND
BROADCASTING

New Delhi, the 25th August, 2010

S.O. 2303.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under Directorate General of All India Radio (Ministry of Information and Broadcasting), more than 80% of the staff whereof have acquired the working knowledge of Hindi:

1. AIR, Godhra
2. AIR, Nagpur
3. AIR, Guwahati
4. External Service Division, AIR, New Delhi
5. AIR, Nagercoil
6. AIR, Chennai
7. AIR, Karwar
8. National Channel, AIR, New Delhi
9. AIR, Imphal
10. AIR, Bikaner
11. CBS, AIR, Kolkata
12. AIR, Tripura
13. AIR, Itanagar
14. AIR, Poonch
15. AIR, Rewa
16. AIR, Bhawanipatna
17. AIR, Raurkela
18. AIR, Siliguri
19. AIR, Paudi
20. AIR, Bhatinda
21. AIR, Diphu
22. CBS, AIR, Cuttack
23. HPT, AIR, Ajmer
24. AIR, Ratnagiri
25. AIR, Purnea
26. SPT, AIR, Yelhanka
27. AIR, Kinnore
28. AIR, Kota
29. AIR, Kochi
30. AIR, Kathua

[F.No.E-11017/6/2010-Hindi]

PRIYAMVADA, Director (O.L.)

संचार और सूचना प्रौद्योगिकी मंत्रालय

(सूचना प्रौद्योगिकी विभाग)

नई दिल्ली, 31 अगस्त, 2010

का.आ. 2304.—केन्द्र सरकार एतद्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, सूचना प्रौद्योगिकी विभाग के प्रशासनिक नियंत्रण के अंतर्गत आने वाली सॉफ्टवेयर टेक्नोलॉजी पार्क्स ऑफ इंडिया नामक स्वायत्त संस्था के ऑपटेल एसटीपी बिल्डिंग, इलेक्ट्रॉनिक्स कॉम्प्लेक्स, परदेशी पुरा, इन्दौर स्थित केन्द्र, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. 7(2)/2005-हि.अ.]

चन्दन कुमार चटर्जी, संयुक्त निदेशक

**MINISTRY OF COMMUNICATIONS AND
INFORMATION TECHNOLOGY**

(Department of Information Technology)

New Delhi the 31st August, 2010

S.O. 2304.—In pursuance of sub-rule(4) of the Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the Software Technology Parks of India, an autonomous society under the administrative control of the Department of Information Technology, located at Optel STP Building, Electronics Complex, Pardesi Pura, Indore, more than 80% staff whereof have acquired the working knowledge of Hindi.

[No. 7(2)/2005-H.S.]

C. K. CHATTERJEE, Jt. Director

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 31 अगस्त, 2010

का.आ. 2305.—राजनयिक और कांसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केन्द्र सरकार एतद्वारा श्री मनाज कुमार मंडाल, सहायक को 31-8-2010 से भारत के राजदूतावास, कुवैत में सहायक कांसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

आर. के. पेरिन्डिया, अवर सचिव (कांसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. Division)

New Delhi the 31st August, 2010

S.O. 2305.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Manoj Kumar Mandal, Assistant in

the Embassy of India, Kuwait to perform the duties of Assistant Consular Officer with effect from 31st August, 2010.

[No. T. 4330/1/2006]

R. K. PERINDIA, Under Secy. (Consular)

नई दिल्ली, 31 अगस्त, 2010

का.आ. 2306.—राजनयिक और कांसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केन्द्र सरकार एतद्वारा श्री अमर सिंह, सहायक आर अशोक कुमार महतो, अवर श्रेणी लिपिक को 31-8-2010 से भारत के सहायक कांसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

आर. के. पेरिन्डिया, अवर सचिव (कांसुलर)

New Delhi, the 31st August, 2010

S.O. 2306.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorize S/Shri Amar Singh, Assistant and Asst. Kumar Mahto, UDC respectively in the Consulate General of India, Dubai to perform the duties of Assistant Consular Officers with effect from 31st August, 2010

[No. T. 4330/1/2006]

R. K. PERINDIA, Under Secy. (Consular)

नई दिल्ली, 31 अगस्त, 2010

का.आ. 2307.—राजनयिक और कांसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केन्द्र सरकार एतद्वारा श्रीमति तेजन्दर कौर भाटिया, पी. ए. को 3-9-2010 से भारत के हाई कमिशन, ओटावा में सहायक कांसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

आर. के. पेरिन्डिया, अवर सचिव (कांसुलर)

New Delhi the 3rd September, 2010

S.O. 2307.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise M/s. Tejinder Kaur Bhatia, PA in the High Commission of India, Ottawa to perform the duties of Assistant Consular Officer with effect from 3rd September, 2010.

[No. T. 4330/1/2006]

R. K. PERINDIA, Under Secy. (Consular)

नई दिल्ली, 7 सितम्बर, 2010

का.आ. 2308.—राजनयिक और कांसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केन्द्र सरकार एतद्वारा श्रीमति पनचाली दाम सहायक

को 7-9-2010 से भारत के राजदूतावास, कुवैत में सहायक कौंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

आर. कं. पेरिन्डिया, अवर सचिव (कौंसुलर)

New Delhi the 7th September, 2010

S.O. 2308.— In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Smt. Panchali Das, Assistant in the Embassy of India, Kuwait to perform the duties of 'Assistant Consular Officer with effect' from 7th September, 2010.

[No. T. 4330/01/2006]

R. K. PERINDIA, Under Secy (Consular)

विज्ञान और प्रौद्योगिकी मंत्रालय

(विज्ञान और प्रौद्योगिकी विभाग)

नई दिल्ली, 6 सितम्बर, 2010

क्र.आ. 2309.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में विज्ञान और प्रौद्योगिकी मंत्रालय के स्वायत्त शासी संस्थान "आर्यभट्ट प्रेक्षण विज्ञान शोध संस्थान, नैनीताल" को जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. ई. 11028/1/2005-हिन्दी]

प्रेम सिंह, संयुक्त निदेशक (रा.भा.)

MINISTRY OF SCIENCE AND TECHNOLOGY

(Department of Science & Technology)

New Delhi the 6th September, 2010

S.O. 2309.— In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for Official purposes of the Union) Rules, 1976 the Central Government hereby notifies the Autonomous Institute "ARYABHATTA RESEARCH INSTITUTE OF OBSERVATIONAL SCIENCES, NAINITAL" of Ministry of Science and Technology the 80% and more percent staff where of have acquired working knowledge of Hindi.

[F. No.-11028/1/2005 (O.L.)]

PREM SINGH, Jt. Director (O.L.)

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 26 अगस्त, 2010

क्र.आ. 2310.—भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय चिकित्सा परिषद् से परामर्श करके, संबद्ध विश्वविद्यालय के नाम में परिवर्तन के कारण उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, नामतः:

उक्त प्रथम अनुसूची में "एच. एन. बी. गढ़वाल विश्वविद्यालय, उत्तरांचल" के समक्ष और उसके लिए प्रविष्टि "एच आई एच टी विश्वविद्यालय, देहरादून" को मान्यता प्राप्त चिकित्सा अर्हता शीर्षक (इसके बाद कालम (2) के रूप में निर्दिष्ट) के अन्तर्गत "एचआईएचटी विश्वविद्यालय" के प्रति पंजीकरण के लिए संक्षिप्त रूप (इसके बाद कालम (3) के रूप में निर्दिष्ट) शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

डिप्लोमा इन एनेस्थीसिया	डीए
डिप्लोमा इन चाइल्ड हेल्थ	डोसोएच
डिप्लोमा इन क्लिनिकल पैथोलोजी	डीसीपी
डिप्लोमा इन ओब्स्टेट्रिक्स एंड गायनोकोलोजी	डीजीओ
डिप्लोमा इन ओर्थोपेडिक्स	डी-आर्थो
डिप्लोमा इन मैडिकल रेडियो डायग्नोसिस	डीएमआरडी
डॉक्टर ऑफ मेडिसिन (एनेस्थीसियोलोजी)	एमडी (एनेस्थीसियोलोजी)
डॉक्टर ऑफ मेडिसिन (बायोकेमिस्ट्री)	एमडी (बायोकेमिस्ट्री)
डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)	एमडी (जनरल मेडिसिन)
डॉक्टर ऑफ मेडिसिन (माइक्रोबायोलोजी)	एमडी (माइक्रोबायोलोजी)
डॉक्टर ऑफ मेडिसिन (पैडिएट्रिक्स)	एमडी (पैडिएट्रिक्स)
डॉक्टर ऑफ मेडिसिन (पैथोलोजी)	एमडी (पैथोलोजी)
डॉक्टर ऑफ मेडिसिन (फार्माकोलोजी)	एमडी (फार्माकोलोजी)
डॉक्टर ऑफ मेडिसिन (फिजियोलोजी)	एमडी (फिजियोलोजी)
डॉक्टर ऑफ मेडिसिन (रेडियो-डायग्नोसिस/रेडियोलोजी)	एमडी (रेडियो-डायग्नोसिस/रेडियोलोजी)
डॉक्टर ऑफ मेडिसिन (सोशल एंड प्रोवेंटिव मेडिसिन/कम्युनिटी मेडिसिन)	एमडी (एस.पी.एम./कम्युनिटी मेडिसिन)
डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (एनाटॉमी)	एमडी/एमएस (एनाटॉमी)
डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (ओब्स्टेट्रिक्स एंड गायनोकोलोजी)	एमडी/एमएस (ओबीजी)
डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (ऑर्थोपेडिक्स)	एमडी/एमएस (ऑर्थोपेडिक्स)
डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (आईएनटी)	एमएस (आईएनटी)
मास्टर ऑफ सर्जरी (जनरल सर्जरी)	एमएस (जनरल सर्जरी)
मास्टर ऑफ सर्जरी (ओर्थोपेडिक्स)	एमएस (ओर्थोपेडिक्स)

(मार्च, 2008 को या उसके बाद हिमालयन इंस्टीट्यूट ऑफ मेडिकल साइंसेस, देहरादून में प्रशिक्षित किए जा रहे छात्रों के संबंध

में "एच आई एच टी विश्वविद्यालय, देहरादून" द्वारा प्रदान की गई चिकित्सा अर्हता मान्यताप्राप्त होगी।)

[सं.यू. 12012/4/2010-एमई(पी-II)पीटी]

अनिता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 26th August, 2010

S.O. 2310.—In exercise of the powers conferred by sub-section(2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to change in name of affiliating University namely :—

In the said First Schedule before "H.N.B. Garhwal University, Uttaranchal" and entries thereto "HIHT University, Dehradun" shall be added and against "HIHT University" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

"Diploma in Anaesthesia"	D.A.
"Diploma in Child Health"	D.C.H.
"Diploma in Clinical Pathology"	D.C.P.
"Diploma in Obstetrics & Gynaecology"	D.G.O.
"Diploma in Orthopaedics"	D. Ortho.
"Diploma in Medical Radio Diagnosis"	D.M.R.D.
"Doctor of Medicine (Anaesthesiology)"	MD (Anaesthesiology)
"Doctor of Medicine(Biochemistry)"	MD(Biochemistry)
"Doctor of Medicine (General Medicine)"	MD(General Medicine)
"Doctor of Medicine(Microbiology)"	MD(Microbiology)
"Doctor of Medicine(Paediatrics)"	MD(Paediatrics)
"Doctor of Medicine(Pathology)"	MD(Pathology)
"Doctor of Medicine(Pharmacology)"	MD(Pharmacology)
"Doctor of Medicine(Physiology)"	MD(Physiology)
"Doctor of Medicine(Radio-diagnosis / Radiology)"	MD(Radio-diagnosis / Radiology)
"Doctor of Medicine(Social & Preventive Medicine/Community Medicine)"	MD(S.P.M./Community Medicine)
"Doctor of Medicine/Master of Surgery(Anatomy)"	MD /MS(Anatomy)
"Doctor of Medicine/Master of Surgery(Obstetrics & Gynaecology)"	MD /MS(OBG)
"Doctor of Medicine/Master of Surgery(Ophthalmology)"	MD /MS(Ophthalmology)
Master of Surgery(ENT)"	MS(ENT)

"Master of Surgery(General Surgery)" MS(General Surgery)

"Master of Surgery(Orthopaedics)" MS(Orthopaedics)

(These shall be recognised medical qualification when granted by "HIHT University, Dehradun" in respect of students admitted at Himalayan Institute of Medical Sciences, Dehradun on or after March, 2008).

[No.U.12012/4/2010-ME(P.II)pt.]

ANITA TRIPATHI, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 12 अगस्त, 2010

का.आ. 2311.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वे स्थापित हो गए हैं :—

अनुसूची

क्रम	स्थापित भारतीय मानक(कों)	नए भारतीय मानक द्वारा अतिक्रमित भारतीय मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 12762 (भाग 1) : 2010/आईसी 60904;1 :2006 प्रकाशवोल्टीय युक्तियाँ भाग 1 प्रकाशवोल्टीय करंट का मापन—(प्रथम पुनरीक्षण)		31 जनवरी, 2010
2.	आई एस 12762 (भाग 5) : 2010/आईसी 60904;5:1993 प्रकाशवोल्टीय युक्तियाँ भाग 5 खुले परिपथ वोल्टेज पद्धति द्वारा प्रकाशवोल्टीय युक्तियों का तुल्य तापमान ज्ञात करना		31 जनवरी, 2010
3.	आई एस 12762 (भाग 1) : 2010/आईसी 60904;8:1998 प्रकाशवोल्टीय युक्तियाँ भाग 8 प्रकाशवोल्टीय युक्ति की वर्णक्रमीय प्रतिक्रिया (रेस्पोंस) का मापना		31 जनवरी, 2010
4.	आई एस 12762 (भाग 9) : 2010/आईसी 60904;9:2007 प्रकाशवोल्टीय युक्तियाँ भाग 9 सोलर सिमुलेटर की की कार्यकारी अपेक्षाएं		31 जनवरी, 2010

(1)	(2)	(3)	(4)
5. आई एस 12762 (भाग 10): 2010/आईसी 60904:10:1998 प्रकाशवोल्टीय युक्तियाँ भाग 10 रैखिकीय मापन की पद्धतियाँ	31 जनवरी, 2010		
6. आई एस 14286 : 2010/ आईसी 61215:2005 क्रस्टलीन सिलिकॉन भौमिक प्रकाशवोल्टीय मॉड्यूल- डिजाइन अर्हता एवं टाइप स्वीकृति (प्रथम पुनरीक्षण)	31 जनवरी, 2010		
7. आई एस/आईसी 61725 : 1987 दैनिक सौर प्रोफाइल की विश्लेषणात्मक अभिव्यक्ति	31 जनवरी, 2010		

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक:
भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों:
नई दिल्ली, कोलकाता, चण्डीगढ़, चैन्नई, मुम्बई तथा शाखा कार्यालयों
अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद,
जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री
हेतु उपलब्ध हैं।

[संदर्भ : ईटी 28/टी-8, टी-21, टी-23, टी-24, टी-25, टी-19,
टी-34]

आर. के. त्रेहान, वैज्ञा-ई एवं प्रमुख (विद्युत तकनीकी)

**MINISTRY OF CONSUMER AFFAIRS, FOOD AND
PUBLIC DISTRIBUTION**

(Department of Consumer Affairs)

Bureau of Indian Standards

New Delhi, the 12th August, 2010

S.O. 2311.—In pursuance of clause (b) of Sub-rule
(1) of Rule 7 of the Bureau of Indian Standards Rules, 1987,
the Bureau of Indian Standards hereby notifies that the
Indian Standards, particulars of which are given in the
Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and Year of the No. Indian Standards	No. and Year of the Indian Stan- dards, if any, Superseded by the New Indian Standard	Date of Establish- ed
(1)	(2)	(3)
1. IS 12762 (Part 1) 2010/ IEC 60904-I: 2006	—	31 January, 2010

(1)	(2)	(3)	(4)
Photovoltaic Devices Part I, Measurement of Photovoltaic Current Voltage Characteristics (First Revision)	—		
2. IS 12762 (Part 5) 2010/ IEC 60904-5: 1993 Photovoltaic Devices Part 5, Determination of the Equivalent Cell Temperature (Ect.) of Photovoltaic (PV) Devices by the Open-Circuit Voltage Method	—	31 January, 2010	
3. IS 12762 (Part 8) 2010/ IEC 60904: 8:1998 Photovoltaic Devices Part 8, Measurement of Spectral Response of a Photovoltaic (PV) Device	—	31 January, 2010	
4. IS 12762 (Part 9) 2010/ IEC 60904-9:2007 Photovoltaic Devices Part 9, Solar Simulator Performance Requirements	—	31 January, 2010	
5. IS 12762 (Part 10) 2010/ IEC 60904: 10: 1998 Photovoltaic Devices Part 10, Methods of Linearity Measurement	—	31 January, 2010	
6. IS 14286: 2010/IEC 61215: 2005 Crystal Line Silicon Terrestrial Photovoltaic (PV) Modules Design Qualification and Type Approval (First Revision)	—	31 January, 2010	
7. IS/IEC 61725: 1997 Analytical Expression for Daily Solar Profiles		31 January, 2010	

Copies of these Standards are available for sale with
the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur
Shah Zafar Marg, New Delhi-110 002 and Regional Offices:
New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and
also Branch Offices: Ahmedabad, Bangalore, Bhopal,

Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. : ET 28/T-8, T-21, T-23, T-24, T-25, T-19, T-34]

R. K. TREHAN, Sc. E and Head (Electro-technical)

नई दिल्ली, 19 अगस्त, 2010

का.आ. 2312.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वे स्थापित हो गए हैं :-

अनुसूची

क्रम	स्थापित भारतीय मानक(कों) संख्या की संख्या, वर्ष और शीर्षक	नए भारतीय मानक द्वारा अतिरिक्त भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आईईसी 60079-0: 2004 विस्फोटी पर्यावरण-सामान्य अपेक्षाएं	आईएस/आईईसी 60079-0 : 2004	1 जनवरी, 2011
2.	आई एस/आईईसी 60079-1: 2007 विस्फोटी पर्यावरण-ज्वालासह आवरण "d"	आईएस/आईईसी 60079-1 : 2007	1 जनवरी, 2011
3.	आई एस/आईईसी 60079-7: 2007 विस्फोटी पर्यावरण-भाग 7 बढ़ी सुरक्षा "e"	आईएस/आईईसी 60079-7 : 2007	1 जनवरी, 2011
4.	आई एस/आईईसी 60079-11: 2006 विस्फोटी पर्यावरण-भाग 11 आंतरिक सुरक्षा "i"	आईएस/आईईसी 60079-11 : 2006	1 जनवरी, 2011

इन भारतीय मानकों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चैन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 22/टी-31., टी-45, टी-61, टी-62]

आर. के. त्रेहान, वैज्ञा-ई एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 19th August, 2010

S.O. 2312.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987,

the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and Year of the No. Indian Standards	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)
1. IS/IEC 60079-0: 2007 Electrical Apparatus for Explosive Atmospheres — General Requirements	IS/IEC 60079-0: 2004	1 January, 2011
2. IS/IEC 60079-1: 2007 Electrical Apparatus for Explosive Gas Atmospheres— Flameproof of Enclosures "d"	IS/IEC 60079-1: 2007	1 January, 2011
3. IS/IEC 60079-7: 2006 Electrical Apparatus for Explosive Gas Atmospheres — Increased Safety "e"	IS/IEC 60079-7: 2007	1 January, 2011
4. IS/IEC 60079-11: 2006 Electrical Apparatus For Explosive Gas Atmospheres Intrinsic Safety "i"	IS/IEC 60079-11: 2006	1 January, 2011

Copies of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram

[Ref. : ET 22/T-31, T-45, T-61, T-62]

R. K. TREHAN, Sc. E and Head (Electro-technical)

नई दिल्ली, 23 अगस्त, 2010

का.आ. 2313.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गये हैं :-

अनुसूची

क्रम संशोधित भारतीय मानक(कों) संशोधन की संशोधन लागू संख्या की संख्या, वर्ष और शीर्षक संख्या और होने की तिथि तिथि	(1)	(2)	(3)	(4)
1. आईएस 12381 :1994-प्रत्यक्ष अपचयन प्रक्रम के लिए कोयले (आदर्श) की प्रतिक्रिया ज्ञात करने की पद्धति (पहला पुनरीक्षण)			संशोधन संख्या 31 अगस्त, 1 अगस्त, 2010	2010

इस संशोधन को प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चैन्नई, मुंबई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 30/टी-11]

पी. घोष, वैज्ञानिक-'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 25th August, 2010

S.O. 23. — In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:—

SCHEDULE

Sl. No. and Title of the Standard(s)	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS 12381:1994-Coal (Char) reactivity for direct reduction process Method of determination (First revision)	Amendment No. 1 August 2010	31 August 2010

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref.: MTD 30/T-11]

P. GHOSH, Sc. 'F' and Head (Met Eng.)

नई दिल्ली, 23 अगस्त, 2010

का.आ. 2314.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गए हैं :—

अनुसूची

क्रम संशोधित भारतीय मानक(कों) संशोधन की संशोधन लागू संख्या की संख्या, वर्ष और शीर्षक संख्या और होने की तिथि तिथि	(1)	(2)	(3)	(4)
1. आईएस 1993 : 2006/आईएसओ 11949 : 1995-अतप्त-लघुकृत विद्युत अपघटनी टिन प्लेट (चौथा पुनरीक्षण)			संशोधन संख्या 16 अगस्त, 1 जुलाई, 2010	2010
2. आईएस 12591 : 2006/आईएसओ 11950 : 1995-अतप्त-लघुकृत विद्युत अपघटनी क्रोमियम/क्रोमियम आक्साइड-सोपत इस्पात (पहला पुनरीक्षण)			संशोधन संख्या 31 अगस्त, 1 अगस्त, 2010	2010

इस संशोधन को प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चैन्नई, मुंबई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 4/टी-8, 1991]

पी. घोष, वैज्ञानिक-'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 23rd August, 2010

S.O. 2314.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No. and Title of the Standard(s)	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS 1993:2006—ISO 11949:1995 Cold-reduced	Amendment No. 1	16 August, 2010

(1)	(2)	(3)	(4)
	electrolytic tinplate (fourth revision)	July 2010	
2.	IS 12591:2006—ISO 11950:1955 Cold-reduced Electrolytic Chromium/ Chromium oxide-coated steel (First revision)	Amendment 31 August No. 1 August, 2010	

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref.: MTD4/T-8, 179]

P. GHOSH, Sc. 'F' and Head (Met Engg.)

नई दिल्ली, 23 अगस्त, 2010

का.आ. 2315.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गए हैं :-

अनुसूची

क्रम संशोधित भारतीय मानक(कों) संशोधन की संशोधन लागू संख्या की संख्या, वर्ष और शीर्षक	संख्या और तिथि	होने की तिथि
(1)	(2)	(3)
1. आईएस 5613 (भाग 2/ अनुभाग 2) : 1985 की संशोधन संख्या 3	3, अगस्त 2010	31 अगस्त 2010

इस भारतीय संशोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चैन्नई, मुंबई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 37/टी-29]

आर. के. त्रेहन, वैज्ञानिक-‘एफ’ एवं प्रमुख (विद्युत-तकनीकी)

New Delhi, the 23rd August, 2010

S.O. 2315.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued.

SCHEDULE

Sl. No. and Title of the No. Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS 5613 (Part 2/Sec. 2) : 1985 Code of practice for design, installation and maintenance of overhead power lines, Part 2 Lines above 11 kV and upto and including 220 kV, Sec 2 Installation and maintenance (First revision)	3 August, 2010	31 August 2010

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram..

[Ref.: ET 37/T-29]

R. K. TREHAN, Sc. 'F' and Head (Electro-technical)

नई दिल्ली, 25 अगस्त, 2010

का.आ. 2316.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे के अनुसूची में दिए गए मानकों में संशोधन किया गया है :-

अनुसूची

क्रम संशोधित भारतीय मानक संख्या की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
1. 1905 : 1987	1, अगस्त 2010	31 अगस्त, 2010
2. 9954 : 1981	1, अगस्त 2010	31 अगस्त, 2010

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चैन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक-‘एफ’ एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 25th August, 2010

S.O. 2316.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued.

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	1905:1987	1 August, 2010	31 August, 2010
2.	9954:1981	1 August, 2010	31 August, 2010

Copies of the amendment are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref.: CED/Gazette]

A. K. SAINI, Sc. 'F' and Head (Civil Engg.)

नई दिल्ली, 27 अगस्त, 2010

का.आ. 2317.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानकों में संशोधन किया गया है :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	2556 (भाग 15) : 2004	1, अगस्त 2010	16 अगस्त 2010
2.	14846 : 2000	3, अगस्त 2010	16 अगस्त 2010

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयाः नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 27th August, 2010

S.O. 2317.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued.

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	2556 (Part 15) : 2004	1 August, 2010	16 August, 2010
2.	14846 : 2000	3 August, 2010	16 August, 2010

Copies of the amendment are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkatta Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref.: CED/Gazette]

A. K. SAINI, Sc. 'F' and Head (Civil Eng.)

नई दिल्ली, 30 अगस्त, 2010

का.आ. 2318.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिरिक्त भारतीय मानकों की संख्या और शीर्षक	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई. एस. 7365 : 2010 बाल्टी टाइप उर्जा क्षयकारकों की द्रवचालित डिजाइन के मापदण्ड (दूसरा पुनरीक्षण)	आई.एस. 7365 : 1985 बाल्टी टाइप उर्जा क्षयकारकों की द्रवचालित	31 मार्च, 2010

(1)	(2)	(3)	(4)
		डिजाइन के मापदण्ड (पहला पुनरीक्षण)	

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चैन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्ल्यू आर डी 9/टी-6]

जे. सी. अरोड़ा, वैज्ञा. एफ एवं प्रमुख (जल संसाधन वि.)

New Delhi, the 30th August, 2010

S.O. 2318.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No, Title and Year of the Indian Standards Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 7365 : 2010 Criteria for Hydraulic Design of Bucket Type Energy Dissipators (Second Revision)	IS 7365 : 1985 Criteria for Hydraulic Design of Bucket Type Energy Dissipators (First Revision)	31-3-2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Tiruvananthapuram.

[Ref : WRD 9/T-6]

J. C. ARORA, Sec. F and Head (WRD B.)

नई दिल्ली, 31 अगस्त, 2010

का.आ. 2319.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण से भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गये मानक में संशोधन किया गया है :-

अनुसूची

क्र.पं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई.एस. 204 (भाग 1) : 1991	2 अगस्त, 2010	16 अगस्त, 2010
2.	आई.एस. 6315 : 1992	1 अगस्त, 2010	19 अगस्त, 2010
3.	आई.एस. 6318 : 1971	1 अगस्त, 2010	31 अगस्त, 2010

इस संशोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चैन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी 9/टी-6]

ए. के. सैनी, वैज्ञानिक-‘एफ’ एवं प्रमुख (सिविल इंजीनियरिंग)

New Delhi, the 31st August, 2010

S.O. 2319.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued.

SCHEDULE

Sl. No.	No. year and Title of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 204 (Part 1) : 1991	2 August, 2010	16 August, 2010
2.	IS 6315 : 1992	1 August, 2010	19 August, 2010
3.	IS 6318 : 1971	1 August, 2010	16 August, 2010

Copy of the amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur

Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. : CED/Gazette]

A. K. SAINI, Sc. 'F' and Head (Civil Engg.)

नई दिल्ली, 31 अगस्त, 2010

का.आ. 2320.—भारतीय मानक ब्यूरो नियम, 1987 के नियम, 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (को)	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)

1.	आई एस 15877 : 2010 कॉयर फेस ब्लॉक बोर्ड—विशिष्ट	—	31 जनवरी, 2010
2.	आई एस 15878 : 2010 सामान्य प्रयोजनों के लिए कॉयर हाईबोर्ड—विशिष्ट	—	31 जनवरी, 2010

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुंबई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 31st August, 2010

S.O. 2320.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 15877 : 2010 Coir Faced Block Boards—Specification		31 January, 2010
2.	IS 15878 : 2010 Coir Hardboard for General purposes—Specification		31 January, 2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

Ref. : CED/Gazette]

A. K. SAINI, Sc. 'F' and Head (Civil Engg.)

नई दिल्ली, 3 सितम्बर, 2010

का.आ. 2321.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गए हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1391 (भाग 1) 1992 कक्ष वातानुकूलक—विशिष्ट भाग 1 एकिक वातानुकूलक (दूसरा पुनरीक्षण)	संशोधन नं 4, अगस्त, 2010	18 अगस्त, 2010
2.	आई एस 1391 (भाग 2) 1992 कक्ष वातानुकूलक विशिष्ट भाग 2 विभक्त वातानुकूलक (दूसरा पुनरीक्षण)	संशोधन नं 3, जुलाई, 2010	6 अगस्त, 2010
3.	आई एस 2980:1999 विना दाब स्टोव—विशिष्ट (तीसरा पुनरीक्षण)	संशोधन नं 3, जुलाई, 2010	1 सितम्बर, 2010

(1)	(2)	(3)	(4)
4.	आई एस 8808: 1999 तेल दाब स्टोव और तेल दाब हीटर के लिए बर्नर—विशिष्ट (दूसरा पुनरीक्षण)	संशोधन नं 4, जुलाई, 2010	1 सितम्बर 2010
5.	आई एस 13258:1991 अल्प दाब द्रवणीय गैसों के लिए 5 लीटर से अधिक जल क्षमता वाले वैलिडगत अल्प कार्बन इस्पात के सिलिंडर—उपयोग किए गए एलपीजी सिलिंडरों के पुनर्नवीयन और निरीक्षण की रीति संहिता	संशोधन नं 2, जुलाई, 2010	31 जुलाई 2010
6.	आई एस 15490: 2004 वाहनों के लिए ईंधन के रूप में संपीडित प्राकृतिक गैस के ऑन बोर्ड भंडारण के लिए सिलिंडर- विशिष्ट	संशोधन नं 3, जुलाई, 2010	18 अगस्त 2010
7.	आई एस 15660: 2006 भरप्य योग्य परिवहनी योग्य जोड़ रहित एल्यूमिनियम मिश्र धातु के गैस सिलिंडर—विशिष्ट	संशोधन नं 2, जुलाई, 2010	31 जुलाई 2010

इस संशोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन,
9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों:
नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों:
अहमदाबाद, बंगलौर, भोपाल, भूवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद,
जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में विक्री
हेतु उपलब्ध हैं।

[संदर्भ : एम. ई. डी. /जी-2:1]

सी. के. वेदा, वैज्ञानिक एफ एवं प्रमुख (इंजीनियरिंग)

New Delhi, the 3rd September, 2010

S.O. 2321.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued : —

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of the amend-ment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1391(Pt. 1): 1992 Room air conditioner specification Part I,	Amendment No. 4 August, 2010	18 August 2010

(1)	(2)	(3)	(4)
	Unitary air con- ditioners (Second Revision)		
2.	IS 1391(Pt. 2): 1992 Room air conditioner specification Part 2, Split air conditioners (Second Revision)	Amendment No. 3 July, 2010	6 August 2010
3.	IS 2980 : 1999 Non-pressure stoves- specification (Third Revision)	Amendment No. 3 July, 2010	1 September 2010
4.	IS 8808 : 1999 Burners for oil pressure stoves and oil pressure heaters—Specification (Second Revision)	Amendment No 4 July, 2010	1 September 2010
5.	IS 13258: 1991 Welded low carbon steel cylinders exceeding 5liter water capacity for low pressure liquefiable gases— Code of practice for inspection and reconditioning of used LPG cylinders.	Amendment No. 2 July, 2010	31 July 2010
6.	IS 15490: 2004 Cylinders for on-board storage of compressed Natural gas as a fuel for Automotive vehicles—Specification	Amendment No. 3 July, 2010	18 August 2010
7.	IS 15660: 2006 Refillable transportable seamless aluminium alloy gas cylinders— Specification	Amendment No. 2 July, 2010	31 July 2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad; Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref.: MED/G-2:1]

C. K. VEDA, Scientist F and Head (Engg.)

नई दिल्ली, 3 सितम्बर, 2010

का.आ. 2322.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु- वर्ष भाग
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) (9)
1.	3627362	4-5-2010	गोल्डन इंटरप्राइजेज प्लॉट नं. सी/22/4/1 ए/पी एमआयडीसी शिरोली तालुका हटकंगले जिला कोल्हापुर-416122 महाराष्ट्र ।	पेयजल आपूर्ति के लिए अप्लास्टिक पीवीसी पाइप्स ।	4985	-	- 2000
2	3616963	11-5-2010	रेणुका एग्रो इंडस्ट्रीज स.नं. 301/3, बोरुडे कास्टी एट पोस्ट पाथारडी तालुका पाथारडी जिला अहमदनगर-414102 महाराष्ट्र ।	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		2004
3	3616458	11-5-2010	शामल इंडस्ट्रीज प्लॉट नं. ए 9/18, विजय सीड्स कंपनी के पास अति. एमआयडीसी जिला जालना-431203 महाराष्ट्र ।	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		2004
4	3629063	12-5-2010	वन फूड्स प्लॉट नं. 31, गट संख्या 411 गांव उरावदे तालुका मुलशी जिला पुणे-412108 महाराष्ट्र ।	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		2004
5	7993310	27-4-2010	शिवगंगा बेवरेजेज गट संख्या 438 बाय पास रोड तालुका भोकर जिला नांदेड़-431801 महाराष्ट्र ।	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		2004
6	3632860	25-5-2010	अकुआलाइट इंडस्ट्रीज स.नं. 43/2, दत्तनगर अरोहा मंगल कार्यालय के पास आम्बेगांव, कात्रज, तालुका हवेली जिला पुणे-411046 महाराष्ट्र ।	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		2004

[सं. सी एम डी 13 : 11]

सी.के. महेश्वरी, वैज्ञानिक-जी (प्रमाणन)

New Delhi, the 3rd September, 2010

S. O. 2322.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3627362	4-5-2010	Golden Enterprises Plot No. C/22/4/1 A/P MIDC Shirol Taluka Hatkanangale District Kolhapur-416122 Maharashtra.	Unplasticized PVC pipes for potable water supplies	4985	—	—	2000
2.	3616963	11-5-2010	Renuka Agro Industries S. No. 301/3, Borude Casti At Post Pathardi Taluka Pathardi District Ahmednagar-414102 Maharashtra.	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
3.	3616458	11-5-2010	Shamal Industries Plot No. A9/18 Near Vijay Seeds Company Addl. MIDC District Jalna-431203 Maharashtra.	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
4.	3629063	12-5-2010	One Foods Plot No. 31, Gat No. 411 Village Urawade Taluka Mulshi District Pune-412108 Maharashtra.	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
5.	7993310	27-4-2010	Shivganga Beverages Gat No. 438 By Pass Road Taluka Bhokar District Nanded-431801 Maharashtra.	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
6.	3632860	25-5-2010	Aqualite Industries S. No. 43/2, Dattanagar Near Aroha Mangal Karyalaya Ambegaon, Katraj Taluka Haveli District Pune-411046 Maharashtra.	Packaged drinking water (Other than packaged natural mineral water)	14543			2004

[No. CMD/13/11]

C. K. MAHESHWARI, Scientist-G (Certification)

कोयला मंत्रालय

नई दिल्ली, 13 सितम्बर, 2010

का. आ. 2323.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 2935 तारीख 19 अक्टूबर, 2009, जो भारत के राजपत्र के भाग-II, खण्ड 3, उपखण्ड (ii) तारीख 24 अक्टूबर, 2009 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट ऐसी भूमि और उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 81.016 हेक्टर (लगभग) या 200.19 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में यथा वर्णित 81.016 हेक्टर (लगभग) या 200.19 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाते हैं;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/378 तारीख 23 मार्च 2010 का निरीक्षण कलेक्टर, उमरिया (मध्यप्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, कार्डिनल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर 495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनुसूची

विन्ध्या डेपिलरिंग ब्लॉक, जोहिला क्षेत्र

जिला-उमरिया (मध्य प्रदेश)

(रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/378, तारीख 23 मार्च, 2010)

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	साधारण नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियाँ
1.	डगडउवा	102	290	बान्धवागढ़	उमरिया	81.016	भाग

कुल : 81.016 हेक्टर (लगभग)

या 200.19 एकड़ (लगभग)

1. ग्राम डगडउवा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :

192(भाग), 193(भाग), 194(भाग), 195 से 202, 203 (भाग), 204(भाग), 205 से 209, 210 (भाग), 211, 212 (भाग), 213 (भाग), 216(भाग), 254(भाग), 257(भाग), 258(भाग), 259 से 265, 266 (भाग), 267 से 269, 270 (भाग), 271(भाग), 273(भाग)।

सीमा वर्णन :

क-ख-ग रेखा, लहंगी नाले के पूर्वी किनारे पर बिन्दु "क" से आरंभ होती है और ग्राम डगडउवा के प्लॉट संख्यांक 273, बिन्दु 'ख', 270, 271 से होते हुए जाती है और बिन्दु "ग" पर मिलती है।

ग-घ-ड रेखा, ग्राम डगडउवा के प्लॉट संख्यांक 271, 257, 258 फिर प्लॉट संख्यांक 259 की उत्तरी सीमा, प्लॉट संख्यांक 254, बिन्दु 'घ' से होते हुए जाती है और प्लॉट संख्यांक 210 की पश्चिमी सीमा पर बिन्दु "ड" पर मिलती है।

ड-च-छ	रेखा, ग्राम डगडउवा के प्लॉट संख्यांक 210, 213, 212, 216, बिन्दु 'च' और 204 से होते हुए जाती है और बिन्दु "छ" पर मिलती है।
छ-ज-झ-ञ	रेखा, ग्राम डगडउवा के प्लॉट संख्यांक 203, बिन्दु 'ज', बिन्दु 'झ' से होकर फिर प्लॉट संख्यांक 203 की पूर्वी सीमा से होते हुए जाती है और बिन्दु "ञ" पर मिलती है।
ज-ट-ठ	रेखा, ग्राम डगडउवा के प्लॉट संख्यांक 203, बिन्दु 'ट' से होते हुए प्लॉट संख्यांक 195 के भागतः पूर्वी सीमा के साथ प्लॉट संख्यांक 192, 194 से होकर जाती है फिर प्लॉट संख्यांक 193 की पूर्वी सीमा से होती हुई बिन्दु "ठ" पर मिलती है।
ठ-ड-ढ-ण	रेखा, ग्राम डगडउवा के प्लॉट संख्यांक 193, 194 से होते हुए फिर प्लॉट संख्यांक 194, 198, 199, 266 की दक्षिणी सीमा, बिन्दु 'ड' प्लॉट संख्यांक 266, बिन्दु 'ढ' और बिन्दु 273 से होकर जाती है और बिन्दु "ण" पर मिलती है।
ण-क	रेखा, ग्राम डगडउवा में लहंगी नाला के पूर्वी किनारे से होती हुई जाती है और आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/22/2008-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 13th September, 2010

S. O. 2323. - Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 2935 dated the 19th October, 2009, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, sub-section (ii) dated the 24th October, 2009, the Central Government gave notice of its intention to acquire 81.016 hectares or 200.19 Acres land as all rights in or over such lands specified in the Schedule appended to that notification;

And whereas, the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Madhya Pradesh, is satisfied that the lands measuring 81.016 hectares (approximately) or 200.19 acres (approximately) as all rights in or over such lands as described in schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 81.016 hectares (approximately) or 200.19 acres (approximately) as all rights in or over such lands as described in Schedule are hereby acquired.

The Plan bearing number SECI/BSP/GM (PLG)/LAND/378 dated the 23rd March, 2010 of the area covered by this notification may be inspected in the Office of the Collector, Umaria (Madhya Pradesh) or in the office of the Coal Contoller, 1, Council House Street, Kolkata - 700001 or in the Office of the South Eastern Coalfield Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

SCHEDULE**Vindhya Depolluting Block, Johilla Area District- Umaria (Madhya Pradesh)**

(Plan number : SECI/BSP/GM (PLG)/LAND/ 378 dated the 23rd March, 2010)

All Rights :

Sl. No.	Name of village	Patwari halka number	General number	Tahsil	District	Area in hectares	Remarks
1.	Dagdauwa	102	290	Bandhogarh	Umaria	81.016	Part

**Total :-81.016 hectares (approximately)
or 200.19 acres (approximately)**

1. Plot numbers to be acquired in village Dagdaewa (Part) :

192(P), 193(P), 194(P), 195 to 202, 203(P), 204(P), 205 to 209, 210(P), 211, 212(P), 213(P), 216(P), 254(P), 257(P), 258(P), 259 to 265, 266(P), 267 to 269, 270(P), 271 (P), 273(P).

Boundary Description :

- A-B-C Line starts from point 'A' on the eastern bank of Lahangi Nullah and passes in village Dagdauwa through plot number 273, point 'B', 270, 271 and meets at point 'C'.
- C-D-E Line passes in village Dagdauwa through plot number 271, 257, 258, northern boundary of plot number 259, through plot number 254, point 'D' and meets at point 'E' on the western boundary of plot number 210.
- E-F-G Line passes in village Dagdauwa through plot number 210, 213, 212, 216, point 'F', 204 and meets at point 'G'.
- G-H-I-J Line passes in village Dagdauwa through plot number 203, point 'H', point 'I', then along eastern boundary of plot number 203 and meets at point 'J'.
- J-K-L Line passes in village Dagdauwa through plot number 203, point 'K', then along partly eastern boundary of plot number 195, through plot number 192, 194, along eastern boundary of plot number 193 and meets at point 'L'.
- L-M-N-O Line passes in village Dagdauwa through plot number 193, 194 then along southern boundary of plot number 194, 198, 199, 266, point 'M', through plot number 266, point 'N', 273 and meets at point 'O'.
- O-A Line passes in village Dagdauwa along eastern bank of Lahangi Nullah and meets at starting point 'A'.

[F. No.43015/22/2008-PR (W-I)]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 13 सितम्बर, 2010

का. आ. 2324.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 की धारा 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन भारत सरकार ने कोयला मंत्रालय के द्वारा जारी की गई अधिसूचना संख्या का.आ. 1083, तारीख 17 अप्रैल, 2009, जो भारत के राजपत्र भाग II, खंड 3, उप-खण्ड (ii), तारीख 25 अप्रैल, 2009 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 454.63 हेक्टर (लगभग) या 1123.39 एकड़ (लगभग) है;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विहित उक्त भूमि के भाग में कोयला अधिप्राप्त करना है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अनुसूची में वर्णित 431.27 हेक्टर (लगभग) या 1065.66 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या सी-1 (ई) 3/जेजेएमआर/825-0410, तारीख 19 अप्रैल, 2010 का निरीक्षण कलकटर, चन्द्रपुर, महाराष्ट्र के कार्यालय में या कोयला नियंत्रक, 1, कार्डोसिल हाउस स्ट्रीट, कोलकाता (पिन-700 001) के कार्यालय में या महाप्रबंधक (भूमि और राजस्व), वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल इस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :-

अर्जन की बाबत आपत्तियां :

"8(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :-

(1) इस धारा के अर्थान्त यह आपत्ति नहीं मानी जाएगी, कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता का स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टों कोन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए, वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का दायर होत। यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते।"

विषय 3 : केन्द्रीय सरकार ने कोयला विनियम, 1, कार्डमिल हाउस स्ट्रीट, कोलकाता-700 001 को उक्त अधिनियम की धारा 3 के अधीन अधिसूचना सं. का.आ. 2819, तारीख 27 मई, 1983 द्वारा भारत के राजपत्र, भाग-II, खंड-3, उपखंड (ii), तारीख 11 जून, 1983 द्वारा प्रकाशित को सक्षम प्राधिकारों द्वारा नियुक्त किया जाता है।

अनुसूची

न्यू याजरी अंडरग्राउंड से ओपनकास्ट ब्लॉक

माजरी क्षेत्र

जिला -- चन्द्रपुर (महाराष्ट्र)

(लिखित संख्या : सी-1) (ई) 37/जे.एम्.आर.25-0410, तारीख 19 अप्रैल, 2010]

सभी अधिकारी :

क्र. सं.	ग्राम का नाम	पट्टावली संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	2.	3.	4.	5.	6.	7.
1.	एलासगांव	2	भद्रावती	चन्द्रपुर	40.64	भाग
2.	शिवाजीनगर	1	भद्रावती	चन्द्रपुर	62.06	भाग
	भगालोन	2	भद्रावती	चन्द्रपुर	109.27	भाग
3.	पटगाव	3	भद्रावती	चन्द्रपुर	219.30	भाग
4.	कुल : 431.27 हेक्टर (लगभग)					
	या 1065.66 एकड़ (लगभग)					

ग्राम एलासगांव में अर्जित किए जाने वाले प्लॉट संख्यांक :

235, 236, 237, 238, 239, 240, 241, 242/1, 242/2, 243/1, 243/2, 243/3, 243/4, 244/1, 244/2, 244/3, 245, 246/1 और 246/2क, 246/2ख, 246/3, 246/4, 247/1, 247/2, 247/3, 247/4, 247/5, 247/6, 247/7, 247/8, 248, 249

ग्राम शिवाजीनगर में अर्जित किए जाने वाले प्लॉट संख्यांक :

10, 11/1क, 11/2, 11/3, 12, 13/1, 13/2, 14 (वन), 15/1, 15/2, 17, 18, 19 (वन), 20 (वन), 21, 22, 23, 24, 25, 26, 27, 28, 29/1, 29/2, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 67, 69 (सरकारी), 70, 71, 74, नाला

ग्राम भगालोन में अर्जित किए जाने वाले प्लॉट संख्यांक :

44/1, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61/1, 61/2, 61/3, 61/4, 62, 63, 64, 65, 66, 67 (सरकारी), 68, 69, 70, 71, 72, 73/1, 73/2, 74, 75, 76, 77, 78/1, 78/2, 79, 82/1, 82/2, 84/1, 84/2, 86, 87/1, 87/2, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100/क, 100/ख, 101, 102, 103, 104, 105 (सरकारी), 106, 107/1, 107/2, 107/3, सड़क

ग्राम पटाला में अर्जित किए जाने वाले प्लॉट संख्यांक :

243/1, 243/2, 245, 246, 247/1, 247/2, 247/3, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259/1, 272, 273, 274, 275, 276, 277, 278/1, 278/2, 279/1, 279/2, 279/3, 279/4, 279/5, 280, 281, 282, 283, 284, 285, 286, 288/1, 288/2, 289, 290, 291, 292, 293/1, 293/2, 293/3, 294, 295, 296/1, 296/2क, 296/2ख, 297, 300/2, 301/1, 301/2क, 301/2ख, 302, 303, 304, 305, 304/2, 304/3, 304/4, 305, 306, 307, 308, 309, 310, 311, 312/1, 312/2, 312/3, 313/1, 313/2, 314, 315, 316, 317, 318/1, 318/2, 318/3, 318/4, 319, 320, 321, 322, 323/1, 323/2, 323/3, 324, 325, 326, 327, 328, 329/1, 329/2, 329/3, 329/4, 330, 331, 332, 333, 334, 335, 336/1, 336/2, 337, 338, 339, 357, 360, 361, 362/1, 362/2, 363, 364/1, 364/2, 364/3, 364/4, 365, 366, 369, 371, 372/1, 372/2, 373, 374, 375, 389, 390, 427, 428, 429, 442, 443, 444, 445, 446, 447, 448, 449, 454, 455, 456, 457, सड़क, नाला

सीमा वर्णन :

- क-ख रेखा ग्राम पटाला में बिन्दु "क" से आरंभ होती है और प्लॉट संख्यांक 446, 447, 449, 448, 443, 456, 457 की बाह्य सीमा के साथ गुजरती है फिर सड़क पार करती है फिर प्लॉट संख्यांक 375, 372/2, 372/1, 371, 369, 273, 272, 259/1, 258, 243/2, 243/1, 245, 246, 247/1 की बाह्य सीमा के साथ गुजरती है फिर नाला और ग्राम पटाला तथा ग्राम नागलों की सम्मिलित ग्राम सीमा को पार करती है और ग्राम नागलों से प्लॉट संख्यांक 106, 107/1 की बाह्य सीमा के साथ गुजरती है और बिन्दु "ख" पर मिलती है ।
- ख-ग रेखा ग्राम नागलों से प्लॉट संख्यांक 107/1, 102, 101, 100/क, 100/ख की बाह्य सीमा के साथ गुजरती है फिर सड़क पार करती है और प्लॉट संख्यांक 45, 44/1, की बाह्य सीमा के साथ गुजरती है और ग्राम नागलों तथा ग्राम पलसगांव की सम्मिलित ग्राम सीमा को पार करती है फिर ग्राम पलसगांव से प्लॉट संख्यांक 247/8, 247/7, 248 की बाह्य सीमा के साथ गुजरती है और बिन्दु "ग" पर मिलती है ।
- ग-घ रेखा ग्राम पलसगांव से प्लॉट संख्यांक 248, 249, 247/1, 246/2क, 245, 235, 236, 237 की बाह्य सीमा के साथ गुजरती है फिर ग्राम पलसगांव और ग्राम नागलों की सम्मिलित ग्राम सीमा को पार करती है फिर ग्राम नागलों से प्लॉट संख्यांक 61/4, 62 की बाह्य सीमा के साथ गुजरती है फिर ग्राम नागलों और ग्राम शिवजीनगर की सम्मिलित ग्राम सीमा को पार करती है और ग्राम शिवजीनगर से प्लॉट संख्यांक 45, 44, 43, 42 की बाह्य सीमा के साथ गुजरती है फिर नाला पार करती है और प्लॉट संख्यांक 28, 29/1, 29/2, 19(वन), 18, 17, 71, 34, 20 (वन), 15/1, 15/2, 13/1, 13/2 की बाह्य सीमा के साथ गुजरती है फिर ग्राम पटाला के प्लॉट संख्यांक 323/1 की बाह्य सीमा के साथ गुजरती है फिर ग्राम शिवजीनगर से प्लॉट संख्यांक 12, 10, 74, 11/2, 11/1क की बाह्य सीमा के साथ गुजरती है फिर ग्राम शिवजीनगर और ग्राम पटाला की सम्मिलित ग्राम सीमा को पार करती है फिर ग्राम पटाला से प्लॉट संख्यांक 333, 338, 339, की बाह्य सीमा के साथ गुजरती है और बिन्दु "घ" पर मिलती है ।
- घ-क रेखा ग्राम पटाला से प्लॉट संख्यांक 339, 337, 336/2, 336/1, 329/3, 357, 329/1, 360, 390, 389, 366, 293/2, 293/1, 369, 371, 372/1, 372/2, 373, 374 की बाह्य सीमा के साथ गुजरती है फिर सड़क पार करती है फिर प्लॉट संख्यांक 427, 428, 429, की बाह्य सीमा के साथ गुजरती है फिर पुनः सड़क पार करती है फिर प्लॉट संख्यांक 456, 455, 454, 447, 443, 444, 445, 446 की बाह्य सीमा के साथ गुजरती है और आरंभिक बिन्दु "क" पर मिलती है ।

[फा. सं. 43015/9/2009-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 13th September, 2010

S.O. 2324.—Whereas by the notification of the Government of India in the Ministry of Coal, number S. O. 1083 dated the 17th April, 2009, issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part - II, Section - 3, sub-section (ii) dated the 25th April, 2009, the Central Government gave notice of its intention to prospect for coal in 454.63 hectares (approximately) or 1123.39 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in a part of said lands prescribed in the schedule(s) appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire all rights in or over the land measuring 431.27 hectares (approximately) or 1065.66 acres (approximately) described in Schedule.

Note 1: The plan bearing number C-1 (E) III/JJMR/825 - 0410, dated the 19th April, 2010 of the area covered by this notification may be inspected in the office of the Collector, Chandrapur (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Kolkata (Pin-700001) or in the office of the General Manager (Land and Revenue), Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra).

Note 2: Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows : —

Objections to Acquisition :

“8(1) Any person interested in any land in respect of which a notification under Section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation :-

- (1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.
- (2) Every objection under sub-section (1) shall be made to the competent authority to whom, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of proceedings held by him, for the decision of that Government.
- (3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.”

Note 3: The Coal Controller, 1, Council House Street, Kolkata- 700 001 has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S.O. 2519 dated the 27th May, 1983, published in Part- II, Section 3, sub-section (ii) of the Gazette of India, dated the 11th June, 1983.

SCHEDULE

**New Majri UG To OC Block
Majri Area**

District Chandrapur (Maharashtra)

[Plan number: C-1(E)III/JJ/MR/825- 0410, dated the 19th April, 2010]

All Rights:

Sl. No.	Name of village	Patwari Circle number	Tahsil	District	Area in hectares	Remarks
1.	2.	3.	4.	5.	6.	7.
1.	Palasgaon	2	Bhadrawati	Chandrapur	40.64	Part
2.	Shivjinagar	4	Bhadrawati	Chandrapur	62.06	Part
3.	Naglone	2	Bhadrawati	Chandrapur	109.27	Part
4.	Patala	3	Bhadrawati	Chandrapur	219.30	Part

**Total: 431.27 hectares (approximately)
or 1065.66 acres (approximately)**

Plot number to be acquired in village Palasgaon:

235, 236, 237, 238, 239, 240, 241, 242/1, 242/2, 243/1, 243/2, 243/3, 243/4, 244/1, 244/2, 244/3, 245, 246/1 & 246/2A, 246/2A, 246/2B, 246/3, 246/4, 247/1, 247/2, 247/3, 247/4, 247/5, 247/6, 247/7, 247/8, 248, 249.

Plot number to be acquired in village Shivajinagar:

10, 11/1A, 11/2, 11/3, 12, 13/1, 13/2, 14 (Forest), 15/1, 15/2, 17, 18, 19 (Forest), 20 (Forest), 21, 22, 23, 24, 25, 26, 27, 28, 29/1, 29/2, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 67, 69 (Govt.), 70, 71, 74, Nallah.

Plot number to be acquired in village Naglone:

44/1, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61/1, 61/2, 61/3, 61/4, 62, 63, 64, 65, 66, 67 (Govt.), 68, 69, 70, 71, 72, 73/1, 73/2, 74, 75, 76, 77, 78/1, 78/2, 79, 82/1, 82/2, 84/1, 84/2, 86, 87/1, 87/2, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100/A, 100/B, 101, 102, 103, 104, 105 (Govt.), 106, 107/1, 107/2, 107/3, Road.

Plot number to be acquired in village Patala:

243/1, 243/2, 245, 246, 247/1, 247/2, 247/3, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259/1, 272, 273, 274, 275, 276, 277, 278/1, 278/2, 279/1, 279/2, 279/3, 279/4, 279/5, 280, 281, 282, 283, 284, 285, 286, 288/1, 288/2, 289, 290, 291, 292, 293/1, 293/2, 293/3, 294, 295, 296/1, 296/2A, 296/2B, 297, 300/2, 301/1, 301/2A, 301/2B, 302, 303, 304, 304/1, 304/2, 304/3, 304/4, 305, 306, 307, 308, 309, 310, 311, 312/1, 312/2, 312/3, 313/1, 313/2, 314, 315, 316, 317, 318/1, 318/2, 318/3, 318/4, 319, 320, 321, 322, 323/1, 323/2, 323/3, 324, 325, 326, 327, 328, 329/1, 329/2, 329/3, 329/4, 330, 331, 332, 333, 334, 335, 336/1, 336/2, 337, 338, 339, 357, 360, 361, 362/1, 362/2, 363, 364/1, 364/2, 364/3, 364/4, 365, 366, 369, 371, 372/1, 372/2, 373, 374, 375, 389, 390, 427, 428, 429, 442, 443, 444, 445, 446, 447, 448, 449, 454, 455, 456, 457, Road, Nallah.

Boundry Description :

- A-B :** Line starts from point 'A' in village Patala and proceed along with the outer boundary of plot numbers 446, 447, 449, 448, 443, 456, 457, then crosses road, again passes along with the outer boundary of plot numbers 375, 372/2, 372/1, 371, 369, 273, 272, 259/1, 258, 243/2, 243/1, 245, 246, 247/1, then crosses Nallah and common village boundry on villages Patala and Naglone then proceed through village Naglone along the outer boundry of plot numbers 106, 107/1 and meets at point 'B'.
- B-C :** Line passes through village Naglone along the outer boundry of plot numbers 107/1, 102, 101, 100/A, 100/B, crosses road, again passes with the outer boundary of plot numbers 45, 44/1, then crosses common village boundry of villages Naglone and palasgaon then proceed through village Palasgaon along with the outer boundry of plot numbers 247/8, 247/7, 248 and meets at Point 'C'.
- C-D :** Line passes through village Palasgaon along with the outer boundary of plot numbers 248, 249, 247/1, 246/2A, 245, 235, 236, 237, then crosses common village boundary of vilages Palasgaon and Naglone and proceed through village Naglone along the outer boundary of plot numbers 61/4, 62, then again crosses common village boundary of villages Naglone and Shivjinagar and proceed through village Shivjinagar along with the outer boundary of plot numbers 45, 44, 43, 42, crosses nallah then again passes along with the outer boundary of plot numbers 28, 29/1, 29/2, 19 (Forest), 18, 17, 71, 34, 20 (Forest), 15/1, 15/2, 13/1, 13/2, then 323/1 of village Patala, then again proceed through village Shivjinagar along with the outer boundary of plot numbers 12, 10, 74, 11/2, 11/1A, then crosses common village boundary of villages Shivjinagar and Patala and proceed through village Patala along with the outer boundary of plot numbers 333, 338, 339 and meets at Point 'D'.
- D-A :** Line passes through village Patala along with the outer boundary of plot numbers 339, 337, 336/2, 336/1, 329/3, 357, 329/1, 360, 390, 389, 366, 293/2, 293/1, 369, 371, 372/1, 372/2, 373, 374, then crosses road and again passes along with the outer boundary of plot numbers 427, 428, 429, again crosses road then passes along the outer boundary of plot numbers 456, 455, 454, 447, 443, 444, 445, 446 and meets at starting Poin 'A'.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 9 सितम्बर, 2010

का.आ. 2325.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन” बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कोस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री सुकान्त कुमार प्रधान, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, 1295, फॉरेस्ट पार्क, भुवनेश्वर-751009 (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-रेढ़ाखोल	जिला-सम्बलपुर	राज्य-उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
झिंकिदादर	1888	00	02	93
	2111	00	00	19
	1991	00	36	04
	1974	00	02	83
	1975	00	15	36
	1977	00	00	10
	1978	00	01	13
	1984	00	02	19
	1980	00	00	75
	1981	00	04	89
	1989	00	13	72

1	2	3	4	5
झिंकिदादर	1990	00	02	90
	1907	00	04	54
	1908	00	00	89
	1909	00	01	73
	1943	00	02	64
	1942	00	00	10
	1945	00	09	41
	1938	00	00	10
	1936	00	00	31
	1935	00	00	61
	1934	00	01	04
	1933	00	01	22
	1932	00	00	99
	2126	00	04	88
	1946	00	00	55
	1595	00	02	63
	1592	00	02	63
	1156	00	01	07
	1157	00	02	67
	1158	00	00	45
	1159	00	01	67
	1160	00	00	81
	1161	00	01	30
	1162	00	00	40
	1163	00	03	55
	1155	00	00	28
	1172	00	00	40
	1171	00	00	81
	1170	00	00	40
	1173	00	02	35
	1169	00	00	31
	1174	00	00	51
	1177	00	04	34
	1175	00	00	80
	1176	00	00	91
	1192	00	00	10
	1191	00	06	14
	1186	00	03	63
	1187	00	00	67
	1188	00	03	19
	1189	00	02	51

1	2	3	4	5	1	2	3	4	5
झिंकिदादर	1190	00	00	28	खजुरिझरण	394	00	01	72
	1102	00	06	74		393	00	03	92
	1101	00	07	23		396	00	05	05
	1100	00	20	23		397	00	06	81
	2097	00	00	83		398	00	00	57
	961	00	07	11		405	00	40	34
	960	00	01	46		399	00	00	71
	2084	00	09	51		400	00	08	88
	962	00	00	79		401	00	04	33
	959	00	00	64		403	00	00	10
	958	00	00	31		402	00	00	27
	973	00	06	67		344	00	21	47
	963	00	02	11		345	00	11	73
	964	00	01	20		346	00	05	19
	967	00	00	10		342	00	08	21
	965	00	00	20		348	00	02	51
	99	00	01	62		350	00	00	58
	76	00	04	79		338	00	03	90
	81	00	04	00	कुलहमलिया	399	00	04	00
	77	00	00	10		402	00	05	51
	82	00	05	28		405	00	12	67
	83	00	00	10		406	00	03	03
	80	00	00	10		556	00	17	41
	56	00	01	99		418	00	00	10
	55	00	00	71		416	00	06	69
	2128	00	01	74		415	00	05	14
	38	00	03	80		414	00	02	54
	49	00	01	58		420	00	09	21
	39	00	08	31		475	00	01	00
	48	00	00	10		474	00	00	64
	47	00	01	81		473	00	03	77
	45	00	03	76		472	00	02	88
	46	00	00	10		478	00	00	53
	44	00	03	02		471	00	02	20
	43	00	01	08		490	00	01	14
	24	00	03	97		470	00	00	82
	23	00	00	69		491	00	02	54
	25	00	05	80		492	00	09	20
	22	00	04	28		489	00	00	77
	21	00	03	36		469	00	00	10
	20	00	00	10					
	1	00	40	68					

1	2	3	4	5	1	2	3	4	5
कुलहमलिया	493	00	01	74	बडकुडा	2385	00	39	84
	494	00	02	42		2383	00	13	78
	464	00	02	65		2381	00	02	17
	495	00	01	08		2394	00	70	90
	496	00	02	02		2208	00	02	50
	497	00	01	48		2209	00	09	90
	498	00	01	21		2216	00	00	63
	499	00	01	28		2218	00	10	55
	500	00	00	10		2393	00	67	42
	511	00	01	73		2219	00	04	34
	501	00	02	42		2221	00	16	92
	502	00	01	60		2226	00	00	56
	503	00	01	62		2167	00	01	61
	504	00	04	09		2165	00	12	69
	509	00	09	03		2163	00	05	70
	604	00	00	40		2648	00	00	10
	505	00	00	40		1193	00	02	74
	506	00	05	00		1195	00	07	40
	596	00	00	20		1194	00	00	20
	507	00	00	65		1247	00	00	81
	508	00	00	10		1246	00	00	45
	98	00	10	48		1248	00	02	10
	90	00	12	29		1251	00	00	81
	97	00	00	52		1245	00	01	62
	96	00	02	47		1244	00	00	43
	94	00	00	10		1196	00	01	40
	91	00	09	42		1266	00	02	47
	87	00	00	19		1264	00	03	60
	83	00	00	75		1265	00	05	76
	82	00	00	47		1263	00	00	16
	74	00	07	44		1268	00	03	05
	77	00	04	20		1269	00	03	99
	75	00	47	39		1273	00	02	46
	42	00	02	88		1271	00	02	02
	43	00	13	45		1272	00	00	27
	44	00	00	94		1313	00	05	82
	24	00	18	35		1318	00	00	20
	25	00	00	49		1314	00	00	81
	22	00	07	12		1311	00	00	81
	573	00	03	25		1315	00	00	20

1	2	3	4	5	1	2	3	4	5
बडकुडा	1312	00	01	21	बडकुडा	1035	00	01	21
	1283	00	00	49		2545	00	02	49
	1284	00	00	10		1034	00	00	10
	1310	00	00	16		1032	00	04	16
	1306	00	06	55		1031	00	01	55
	1305	00	01	21		1033	00	02	21
	1304	00	01	21		1022	00	01	21
	2555	00	02	82		2542	00	00	82
	1340	00	00	90		1019	00	02	90
	2554	00	02	83		1021	00	00	83
	1355	00	01	30		1020	00	03	30
	1356	00	01	62		1018	00	00	62
	1076	00	05	16		1015	00	01	16
	1357	00	00	10		1013	00	10	10
	1364	00	00	75		1024	00	00	75
	1365	00	00	81		533	00	01	81
	1366	00	00	81		538	00	00	81
	1074	00	00	22		537	00	03	22
	1372	00	00	81		536	00	00	81
	1369	00	00	40		535	00	00	40
	1367	00	01	25		540	00	00	25
	2461	00	00	38		546	00	05	38
	1370	00	00	70		547	00	00	70
	1371	00	00	25		548	00	01	25
	1368	00	02	02		549	00	03	02
	1383	00	03	15		551	00	02	15
	1382	00	00	40		550	00	03	40
	1072	00	00	14		2424	00	00	14
	1058	00	04	18		2423	00	00	18
	2547	00	00	33		567	00	03	33
	1057	00	00	63		566	00	03	63
	1049	00	03	63		561	00	01	63
	1048	00	02	82		565	00	00	82
	1388	00	00	10		564	00	00	10
	1050	00	00	51		563	00	00	51
	1047	00	03	13		562	00	04	13
	1046	00	02	01		588	00	04	01
	1045	00	02	09		590	00	04	09
	1036	00	01	20		589	00	00	20
	2544	00	01	11		591	00	01	11

1	2	3	4	5	1	2	3	4	5
बडकुडा	496	00	00	19	नारायणपुर	73	00	02	27
	592	00	02	37		147	00	00	10
	495	00	01	00		6	00	33	37
	494	00	04	17		5	00	01	01
	593	00	00	10		3	00	00	31
	486	00	09	61	खण्डहता	1135	00	01	25
	485	00	10	63		966	00	04	00
	477	00	00	10		947	00	44	14
	484	00	01	50		940	00	05	23
	2416	00	03	88		939	00	07	14
	414	00	05	79		942	00	03	91
	407	00	04	04		936	00	04	25
	2516	00	00	46		1669	00	04	83
	406	00	05	78	तिलेइमाल	315	00	00	10
	408	00	00	20		265	00	09	37
	405	00	00	45		264	00	00	74
	404	00	32	58		262	00	02	6
	401	00	09	74		263	00	00	70
	2	00	01	80		261	00	00	93
नारायणपुर	314	00	02	10	बडबाहाल	708	00	09	04
	200	00	30	59		709	00	11	71
	177	00	03	24		711	00	07	57
	178	00	00	10		712	00	09	68
	329	00	04	83		713	00	09	60
	136	00	05	01		716	00	15	24
	124	00	02	78		717	00	03	67
	123	00	00	76		718	00	01	08
	122	00	05	59		693	00	02	39
	125	00	00	79		598	00	02	09
	126	00	01	04		633	00	02	13
	127	00	00	73		632	00	11	75
	116	00	03	23		623	00	05	58
	117	00	00	60		809	00	03	87
	115	00	03	63		624	00	04	20
	114	00	01	22		625	00	01	89
	143	00	03	08		479	00	04	30
	76	00	01	26		477	00	01	20
	75	00	01	75		441	00	04	11
	74	00	05	23		444	00	00	37
	72	00	01	43					

1	2	3	4	5	1	2	3	4	5
चडवाहाल	472	00	05	01	केलाकटा	325	00	01	71
	474	00	00	54		322	00	01	28
	473	00	06	09		321	00	00	91
	470	00	11	07		254	00	00	73
	482	00	03	98		255	00	05	27
	545	00	00	55		319	00	00	17
	544	00	02	71		318	00	05	44
	543	00	03	21		317	00	00	70
	542	00	10	06		256	00	03	40
	540	00	02	75		257	00	00	71
	537	00	04	52		265	00	08	06
	533	00	03	62		264	00	01	62
	536	00	18	12		263	00	00	37
	519	00	01	51		262	00	00	21
झरामुण्डा	387	00	06	78		261	00	01	24
	388	00	05	79		267	00	02	35
	386	00	03	56		268	00	01	37
	392	00	04	35		224	00	03	35
	383	00	00	55		270	00	01	01
	583	00	10	78		273	00	00	81
	371	00	03	34		274	00	02	80
	382	00	05	64		272	00	01	62
	379	00	03	00		283	00	04	20
	378	00	08	81		275	00	02	46
	376	00	00	56		276	00	02	23
	381	00	01	90		277	00	01	62
	377	00	01	57		278	00	00	89
केलाकटा	242	00	03	55		280	00	04	17
	334	00	01	42		279	00	00	20
	331	00	01	62		195	00	00	10
	332	00	03	88		186	00	00	75
	337	00	00	10		160	00	06	61
	338	00	00	24		161	00	01	98
	330	00	01	27		162	00	04	07
	329	00	00	81		163	00	01	33
	328	00	00	81		171	00	04	17
	326	00	00	81		170	00	04	20
	327	00	00	60		169	00	04	52
	323	00	00	87		166	00	00	13
	324	00	02	77		168	00	00	17

2	3	4	5	1	2	3	4
115	(0)	(0)	60	कदुकटा	100	(2)	(0)
116	(0)	(0)	13		103	(0)	(0)
117	(0)	(0)	18		135	(0)	(0)
118	(0)	(0)	60		134	(0)	5
119	(0)	(0)	76		136	(0)	(0)
120	(0)	(0)	33		132	(0)	64
121	(0)	(0)	25		109	(0)	(0)
122	(0)	(0)	85		137	(0)	20
123	(0)	(0)	13		150		(0)
124	(0)	18	09		131	(0)	(0)
125	(0)	(0)	42		129	(0)	18
126	(0)	(0)	56		128		(0)
127	(0)	(0)	00		147	(0)	(0)
128	(0)	(0)	97		156		20
129	(0)	(0)	73		155	(0)	17
130	(0)	(0)	35		154	(0)	(0)
131	(0)	(0)	84		159	(0)	10
132	(0)	(0)	47		158	(0)	(0)
133	(0)	(0)	53		160	(0)	(0)
134	(0)	(0)	62		161	(0)	03
135	(0)	(0)	42		167	(0)	04
136	(0)	(0)	60		168	(0)	15
137	(0)	(0)	18		182	(0)	(0)
138	(0)	(0)	10		181	(0)	65
139	(0)	(0)	53		186	(0)	(0)
140	(0)	(0)	86		1	(0)	(0)
141	(0)	(0)	69	उप	4	(0)	(0)
142	(0)	(0)	79				1
143	(0)		87		457	(0)	
144	(0)		50		456	(0)	(0)
145	(0)		36		455	(0)	(0)
146	(0)	(0)	20		450	(0)	(0)
147	(0)	(0)	53		452	(0)	(0)
148	(0)	(0)	37		451	(0)	04
149	(0)	(0)	74		422	(0)	(0)
150	(0)	(0)	72		412	(0)	(0)
151	(0)	(0)	94		413	(0)	(0)
152	(0)	(0)	86		411	(0)	(0)
153	(0)	(0)	38		410	(0)	18

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पुरुणागड	422	00	01	09	पुरुणागड	50	00	50	07
	415	00	00	29		23	00	00	10
	416	00	06	18		986	00	12	14
	417	00	01	35		992	00	06	90
	418	00	00	86		37	00	45	86
	406	00	04	39	कुहि	472	00	04	65
	395	00	00	52		498	00	03	30
	407	00	10	12		453	00	04	76
	327	00	03	16		451	00	05	75
	328	00	02	07		454	00	01	42
	326	00	06	65		495	00	03	11
	317	00	01	63		496	00	06	07
	279	00	19	82		455	00	00	92
	283	00	01	30		450	00	01	41
	284	00	09	13		428	00	01	92
	207	00	10	88		424	00	02	02
	168	00	10	91		417	00	04	16
	164	00	00	17		423	00	00	22
	163	00	02	02		425	00	00	31
	162	00	01	01		418	00	07	03
	120	00	10	85		422	00	00	62
	121	00	01	22		407	00	03	91
	170	00	01	28		419	00	03	02
	118	00	03	09		406	00	03	91
	119	00	04	01		404	00	01	16
	112	00	01	45		405	00	00	10
	111	00	09	48		403	00	04	53
	113	00	00	95		399	00	02	83
	104	00	04	87		398	00	00	67
	101	00	03	93		401	00	01	35
	102	00	03	20		400	00	03	42
	103	00	00	10		384	00	03	46
	100	00	01	18		385	00	00	10
	60	00	03	54		393	00	06	75
	51	00	04	09		394	00	00	10
	52	00	37	04		392	00	01	70
	54	00	05	54		387	00	04	53
	55	00	08	38		391	00	00	10

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कुहि	388	00	01	27	पोडाबलण्डा	1863	00	02	93
	390	00	01	97		1821	00	08	40
	389	00	03	44		1862	00	00	10
	276	00	26	41		1819	00	02	66
	202	00	00	30		1820	00	01	21
	277	00	00	68		1830	00	05	00
	274	00	00	51		1818	00	00	59
	273	00	06	47		1817	00	00	40
	272	00	03	11		1816	00	01	25
पोडाबलण्डा	2272	00	03	52		1823	00	00	10
	2263	00	00	67		1831	00	01	89
	2271	00	03	23		1832	00	01	29
	2270	00	03	33		1814	00	00	28
	2265	00	02	96		1829	00	00	10
	2266	00	01	73		1833	00	04	27
	2268	00	02	13		1328	00	00	51
	2267	00	00	30		1327	00	02	43
	2247	00	01	97		2559	00	01	79
	2246	00	00	42		1322	00	00	10
	2086	00	19	76		1325	00	01	73
	2095	00	12	09		1326	00	02	31
	2109	00	00	10		1331	00	05	93
	2108	00	01	06		1311	00	00	14
	2107	00	04	36		1310	00	00	92
	2106	00	04	01		1333	00	00	99
	2105	00	03	66		1335	00	00	26
	2104	00	01	51		1285	00	01	27
	2103	00	02	72		1284	00	01	20
	2102	00	01	96		1281	00	02	02
	2130	00	00	51		1282	00	01	20
	2131	00	05	20		1280	00	01	31
	2132	00	02	31		1283	00	00	63
	2134	00	02	05		1279	00	01	13
	2135	00	01	80		1234	00	01	72
	2136	00	00	47		1235	00	06	87
	2137	00	00	10		1236	00	00	10
	1866	00	01	46		2557	00	00	10
	1864	00	01	21		1249	00	03	15
						1245	00	01	21

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पोडाबलण्डा	1244	00	00	90	पोडाबलण्डा	951	00	00	66
	1242	00	02	34		953	00	03	10
	1243	00	00	88		952	00	04	17
	1178	00	01	41		966	00	07	57
	1179	00	00	96		969	00	00	10
	1177	00	02	26		964	00	00	10
	1176	00	00	13		965	00	02	46
	1174	00	02	42		971	00	03	89
	1184	00	00	18		972	00	00	74
	1175	00	00	27		962	00	05	93
	2556	00	02	60		424	00	00	26
	1167	00	01	08		425	00	04	30
	1170	00	02	10		427	00	04	75
	1171	00	00	19		428	00	00	51
	1173	00	00	76		429	00	02	02
	1172	00	03	39		422	00	00	15
	1138	00	01	10		430	00	02	19
	1090	00	00	90		432	00	01	41
	1088	00	00	18		433	00	02	55
	1089	00	02	02		434	00	00	60
	1086	00	00	10		435	00	12	21
	1085	00	03	18		440	00	09	83
	1084	00	03	15		466	00	07	08
	1082	00	04	17		467	00	00	10
	1091	00	02	13		464	00	06	45
	1080	00	03	75		470	00	03	97
	1042	00	00	10		471	00	05	79
	1043	00	00	41		460	00	08	09
	1044	00	02	24		456	00	00	28
	1046	00	06	73		458	00	02	28
	1045	00	00	10		459	00	02	02
	941	00	02	98		301	00	01	95
	942	00	00	95		293	00	00	37
	944	00	04	01		292	00	00	82
	945	00	00	24		291	00	09	04
	1030	00	00	19		295	00	01	16
	950	00	02	07		296	00	01	13
	949	00	02	14		290	00	10	52
	948	00	00	17					

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बडमाल	1482	00	08	82	बारबांक	2411	00	02
	1475	00	02	29		2409	00	01
	1476	00	01	77		1318	00	07
	1472	00	02	12		1302	00	03
	1470	00	08	19		1304	00	04
	1471	00	00	68		1303	00	00
	1454	00	07	99		1305	00	01
	1453	00	03	84		1312	00	01
	1452	00	05	11		1313	00	01
बारबांक	2569	00	06	68		1306	00	01
	2570	00	14	75		1309	00	01
	2567	00	10	55		1308	00	01
	2568	00	06	66		1296	00	01
	2566	00	02	14		1284	00	01
	2495	00	07	81		2671	00	01
	2565	00	05	72		2672	00	01
	2496	00	08	45		1252	00	01
	2491	00	01	00		1251	00	01
	2492	00	00	65		1243	00	01
	2493	00	02	40		1250	00	01
	2494	00	08	71		1249	00	01
	2489	00	00	10		1244	00	01
	2470	00	00	42		1245	00	01
	2466	00	02	64		1248	00	01
	2463	00	00	10		1247	00	01
	2465	00	02	40		1158	00	01
	2464	00	00	10		1157	00	01
	2456	00	00	45		1159	00	01
	2457	00	02	42		1155	00	01
	2460	00	00	10		1160	00	01
	2458	00	01	21		1161	00	01
	2459	00	00	10		1246	00	01
	2224	00	01	67		1162	00	01
	2425	00	05	98		1164	00	01
	2429	00	02	97		1163	00	01
	2430	00	08	14		1165	00	01
	2433	00	01	25		1166	00	01
	2417	00	04	43		1152	00	01
	2415	00	01	67		1138	00	01
	2416	00	06	21		1140	00	01
	2410	00	00	84				

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बारबांक	1137	00	05	25	बारबांक	659	00	11	15
	1139	00	00	10		662	00	02	21
	597	00	02	23		664	00	01	93
	1136	00	02	77		665	00	00	90
	600	00	03	92		663	00	16	89
	599	00	00	10		393	00	02	50
	601	00	06	11	हेलाइ	1426	00	02	05
	602	00	00	18		1409	00	16	81
	603	00	03	47		1410	00	13	56
	604	00	03	26		1404	00	01	93
	605	00	05	82		1403	00	11	14
	2637	00	00	10		1398	00	02	04
	606	00	02	30		1399	00	15	18
	607	00	06	56		1396	00	00	37
	612	00	03	86		1493	00	05	58
	539	00	00	10		1485	00	04	81
	529	00	00	14		1394	00	00	84
	613	00	04	03		1330	00	00	28
	528	00	00	10		1332	00	01	50
	616	00	03	13		1331	00	05	07
	617	00	03	38		1333	00	01	91
	618	00	00	50		1340	00	01	61
	622	00	01	43		1334	00	05	87
	621	00	01	97		1335	00	02	99
	624	00	04	10		1338	00	05	01
	632	00	02	31		1336	00	03	89
	631	00	00	80		1274	00	05	10
	630	00	01	61		1275	00	00	27
	625	00	00	20		1276	00	04	02
	626	00	05	02		1277	00	05	50
	627	00	02	47		1280	00	00	62
	645	00	06	16		1278	00	09	31
	398	00	01	41		1212	00	05	60
	647	00	00	40		1279	00	06	15
	646	00	00	10		1215	00	00	33
	648	00	05	49		1214	00	05	61
	649	00	02	17		1146	00	06	66
	660	00	00	64		1145	00	06	01
	655	00	00	30		1144	00	13	60

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आरबांक	1143	00	08	82	आरबांक	268	00	00	00
	1141	00	00	10		267	00	02	82
	1142	00	06	75		269	00	01	21
	1520	00	02	83		270	00	02	91
	1120	00	00	46		266	00	01	06
	1519	00	00	66		272	00	00	70
	1521	00	01	62		271	00	01	62
	1522	00	00	10		274	00	00	77
	1071	00	00	33		264	00	09	69
	1119	00	03	31		257	00	04	38
	0995	00	04	43		258	00	04	19
	1363	00	02	40		259	00	02	88
	1482	00	05	56		250	00	10	80
	1083	00	00	72		251	00	07	47
	1463	00	08	91		249	00	00	38
	894	00	03	98		235	00	01	17
	893	00	15	94		1472	00	01	25
	892	00	03	80		225	00	09	03
	876	00	06	99		224	00	01	21
	874	00	01	85		221	00	02	04
	877	00	00	72		213	00	10	06
	875	00	03	08		206	00	01	72
	871	00	07	95		209	00	00	49
	878	00	00	10		204	00	02	72
	870	00	03	46		205	00	00	13
	869	00	00	10		203	00	01	03
	888	00	01	94		194	00	07	74
	760	00	08	60		1457	00	01	84
	1554	00	00	10	मूषाकाटा	1341	00	01	42
	757	00	02	97		1331	00	04	83
	730	00	06	95		1261	00	07	00
	729	00	00	54		1465	00	00	19
	728	00	03	51		1262	00	06	77
	726	00	07	57		1266	00	05	68
	725	00	01	65		1278	00	10	86
	721	00	11	42		1275	00	01	12
	722	00	01	74		1276	00	01	83
	724	00	00	10		1277	00	00	94
	704	00	05	16		1233	00	07	06

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मूषाकाटा	1232	00	00	64	मूषाकाटा	794	00	02	2
	1230	00	02	41		795	00	03	4
	1229	00	03	13		798	00	01	82
	1227	00	17	08		797	00	03	23
	1228	00	01	20		796	00	02	4
	1223	00	00	27		824	00	05	21
	1224	00	05	51		853	00	02	70
	1220	00	11	53		852	00	05	15
	1298	00	01	42		836	00	03	61
	1297	00	03	03		851	00	02	87
	1295	00	13	52		850	00	01	06
	1307	00	00	81		849	00	05	07
	1308	00	00	33		861	00	00	82
	1306	00	00	10		847	00	08	74
	1305	00	01	33		846	00	01	05
	1120	00	21	18		845	00	05	00
	1129	00	00	10		882	00	00	20
	1132	00	01	31		883	00	17	26
	1131	00	05	36		884	00	01	39
	1128	00	01	21		885	00	02	46
	1127	00	01	05		886	00	01	62
	1138	00	08	56		887	00	06	13
	1091	00	01	29		1361	00	00	10
	1092	00	03	62		91	00	01	80
	1090	00	09	14		89	00	14	16
	1088	00	00	10		1359	00	02	91
	1089	00	00	24		88	00	05	33
	1080	00	01	56		87	00	01	13
	1079	00	04	97		1399	00	02	83
	1031	00	00	10	बाउंशजाल	2426	00	02	74
	779	00	01	76		2425	00	04	42
	780	00	07	65		2420	00	03	44
	775	00	03	13		2418	00	08	26
	1027	00	00	20		2419	00	02	74
	781	00	02	13		2331	00	03	51
	774	00	02	02		2300	00	01	79
	782	00	03	14		2310	00	03	61
	785	00	05	24		2311	00	00	69
	793	00	00	10		2308	00	01	34

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बाउंशजाल	2312	00	03	01	बाउंशजाल	1944	00	03	05
	2307	00	00	25		1943	00	04	98
	2306	00	02	22		1942	00	00	52
	2305	00	00	81		1789	00	01	13
	2280	00	00	28		1788	00	06	32
	2304	00	01	80		1787	00	00	65
	2303	00	01	87		1762	00	00	26
	2302	00	01	24		1768	00	00	10
	2286	00	03	66		1785	00	03	50
	2288	00	00	31		1769	00	00	33
	2295	00	02	93		1771	00	04	29
	2294	00	01	01		1773	00	00	10
	2293	00	00	10		1772	00	01	44
	2291	00	02	38		1742	00	03	54
	2289	00	00	26		1741	00	03	26
	2290	00	01	20		1739	00	02	90
	2218	00	01	42		1740	00	03	15
	2510	00	00	20		1720	00	00	13
	2225	00	03	46		1721	00	03	82
	2220	00	03	35		1728	00	01	92
	2224	00	00	20		1727	00	00	65
	2221	00	02	02		1722	00	00	10
	2213	00	11	40		1726	00	00	17
	2169	00	00	10		1754	00	02	82
	2212	00	11	81		1723	00	03	14
	2210	00	00	60		1666	00	01	31
	2211	00	01	17		1754	00	02	82
	2174	00	02	60		2523	00	01	7
	2176	00	07	79		1635	00	01	95
	2175	00	01	41		1636	00	01	69
	1954	00	13	98		1634	00	01	41
	1951	00	01	34		1633	00	02	24
	1953	00	00	55		1632	00	00	10
	1952	00	03	16		919	00	05	90
	1950	00	01	35		893	00	00	57
	1947	00	07	05		920	00	04	30
	1949	00	01	53		921	00	02	04
	1946	00	00	29		914	00	00	70
	1945	00	01	67		933	00	08	72

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बाउंशजाल	932	00	00	24	बाउंशजाल	72	00	59	66
	938	00	01	99		32	00	04	04
	937	00	02	66		29	00	06	82
	936	00	01	17		28	00	16	02
	942	00	03	69		23	00	09	36
	304	00	05	09		27	00	00	49
	303	00	00	96		24	00	10	73
	305	00	00	38		2559	00	00	32
	306	00	02	13		21	00	00	18
	302	00	01	12		22	00	71	52
	322	00	02	28		2558	00	05	39
	301	00	01	30		58	00	07	35
	323	00	00	25	एरण्डिबाहाल	117	00	04	89
	300	00	03	79		115	00	16	88
	290	00	00	46		114	00	02	12
	299	00	00	57		113	00	27	89
	292	00	01	61		101	00	08	30
	293	00	02	73		99	00	15	06
	291	00	02	77		98	00	17	82
	269	00	00	10		97	00	52	33
	264	00	04	02	चारमाल	1483	00	14	50
	266	00	00	93	केउटिबाहाल	354	00	57	75
	265	00	04	40		353	00	17	54
	274	00	00	16		404	00	08	30
	259	00	05	61		352	00	02	51
	260	00	00	66		366	00	13	02
	257	00	00	43		351	00	29	24
	256	00	04	91	मुगपाल	504	00	39	97
	227	00	04	64		498	00	00	97
	232	00	00	39		497	00	22	07
	229	00	02	04		496	00	00	20
	230	00	01	23		444	00	00	20
	148	00	02	70		494	00	04	22
	235	00	02	33		434	00	12	51
	116	00	13	71		166	01	03	46
	115	00	03	25		167	00	70	20
	2447	00	11	87		162	01	06	30
	74	00	05	12		519	00	08	37
	75	00	07	90					

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मुगपाल	518	00	02	41	लम्बखेता	209	00	00	10
	152	00	66	45		161	00	61	69
	141	00	30	92		136	00	41	47
	150	00	01	48		40	00	61	35
	148	00	00	64		48	01	00	72
	147	00	20	76	मुचिबाहाल	1203	00	13	45
	93	00	01	70		1197	00	39	98
	94	00	09	81		1187	00	35	96
	95	00	08	42		1186	00	06	10
	47	00	16	20		1198	00	02	58
	42	00	00	10		1185	00	11	86
	43	00	01	76		1158	00	40	03
	44	00	03	75		1157	00	02	53
	17	00	36	55		1154	00	36	52
	18	00	13	85		1149	00	00	25
	22	00	18	76		1148	00	00	72
कुल्हिया बाहाल	132	00	51	67		1147	00	12	80
	131	00	12	14		878	00	17	05
	121	00	65	15		904	00	11	19
	118	00	02	10		905	00	01	71
	111	00	37	95		901	00	05	97
	145	00	05	47		906	00	00	10
	144	00	12	82		907	00	03	58
	143	00	07	02		908	00	04	56
	141	00	16	42		952	00	03	00
	81	00	19	36		951	00	06	88
	138	00	09	99		949	00	00	40
	139	00	00	29		956	00	04	18
	136	00	10	21		986	00	32	86
	137	00	00	58		984	00	36	75
	132	00	01	05		167	00	50	61
	130	00	11	66		157	00	20	67
	129	00	04	73		155	00	08	75
	85	00	01	77		196	00	03	71
	76	00	22	17		145	00	06	65
	74	00	10	25		144	00	01	05
	87	00	15	00		143	00	14	09
लम्बखेता	210	00	75	65		141	00	01	71
	162	00	04	29					

1	2	3	4	5
मुचिबाहाल	271	00	02	33
	265	00	08	50
	276	00	23	75
	278	00	00	10
	279	00	05	25
	299	00	01	74
	300	00	15	65
	293	00	00	30
	298	00	00	39
	296	00	00	10
	311	00	01	99
	309	00	02	73
	310	00	23	95
सत्यानन्दपालि	792	00	05	95
ओरफ गएलचरा	1131	00	01	14
	788	00	04	38

[F. No. R-25011/35/2010-OR-1]

बी. के. दत्ता, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 9th September, 2010

S.O. 2325.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) and Ranchi (Jharkhand), a "Paradip-Sambalpur-Raipur-Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Sukanta Kumar Pradhan, Competent Authority, Indian Oil Corporation Limited, Paradip - Sambalpur - Raipur - Ranchi Pipeline Project, 1295, Forest Park, Bhubaneswar-751 009, (Orissa).

SCHEDULE

Tehsil: Rairakhol

District: Sambalpur
State: Orissa

Name of the Village	Plot No.	Area		
		Hectore	Are	Sq. mtr.
(1)	(2)	(3)	(4)	(5)
Jhinkidadar	1888	00	02	93
	2111	00	00	19
	1991	00	36	04
	1974	00	02	83
	1975	00	15	36
	1977	00	00	10
	1978	00	01	13
	1984	00	02	19
	1980	00	00	75
	1981	00	04	89
	1989	00	13	72
	1990	00	02	90
	1907	00	04	54
	1908	00	00	89
	1909	00	01	73
	1943	00	02	64
	1942	00	00	10
	1945	00	09	41
	1938	00	00	10
	1936	00	00	31
	1935	00	00	61
	1934	00	01	04
	1933	00	01	22
	1932	00	00	99
	2126	00	04	88
	1946	00	00	55
	1595	00	02	63
	1592	00	02	63
	1156	00	01	07
	1157	00	02	67
	1158	00	00	45
	1159	00	01	63
	1160	00	00	81
	1161	00	01	30

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Jhinkidadar	1162	00	00	40	Jhinkidadar	83	00	00	10
	1163	00	03	55		80	00	00	10
	1155	00	00	28		56	00	01	99
	1172	00	00	40		55	00	00	71
	1171	00	00	81		2128	00	01	74
	1170	00	00	40		38	00	03	80
	1173	00	02	35		49	00	01	58
	1169	00	00	31		39	00	08	31
	1174	00	00	51		48	00	00	10
	1177	00	04	34		47	00	01	81
	1175	00	00	80		45	00	03	76
	1176	00	00	94		46	00	00	10
	1192	00	00	10		44	00	03	02
	1191	00	06	14		43	00	01	08
	1186	00	03	63		24	00	03	97
	1187	00	00	63		23	00	00	69
	1188	00	03	19		25	00	05	80
	1189	00	02	51		22	00	04	28
	1190	00	00	28		21	00	03	36
	1102	00	06	74		20	00	00	10
	1101	00	07	23		1	00	40	68
	1100	00	20	23	Khajurijharan	394	00	01	72
	2097	00	00	83		393	00	03	92
	961	00	07	11		396	00	05	05
	960	00	01	46		397	00	06	81
	2084	00	09	51		398	00	00	57
	962	00	00	79		405	00	40	34
	959	00	00	64		399	00	00	71
	958	00	00	31		400	00	08	88
	973	00	06	67		401	00	04	33
	963	00	02	11		403	00	00	10
	964	00	01	20		402	00	00	27
	967	00	00	10		344	00	21	47
	965	00	00	20		345	00	11	73
	99	00	01	62		346	00	05	19
	76	00	04	79		342	00	08	21
	81	00	04	00		348	00	02	51
	77	00	00	10		350	00	00	58
	82	00	05	28		338	00	03	90

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Kulhamalia	399	00	04	00	Kulhamalia	506	00	05	00
	402	00	05	51		596	00	00	20
	405	00	12	67		507	00	00	65
	406	00	03	03		508	00	00	10
	556	00	17	41		98	00	10	48
	418	00	00	10		90	00	12	29
	416	00	06	69		97	00	00	52
	415	00	05	14		96	00	02	47
	414	00	02	54		94	00	00	10
	420	00	09	21		91	00	09	42
	475	00	01	00		87	00	00	19
	474	00	00	64		83	00	00	75
	473	00	03	77		82	00	00	47
	472	00	02	88		74	00	07	44
	478	00	00	53		77	00	04	20
	471	00	02	20		75	00	47	39
	490	00	01	14		42	00	02	88
	470	00	00	82		43	00	13	45
	491	00	02	54		44	00	00	94
	492	00	09	20		24	00	18	35
	489	00	00	77		25	00	00	49
	469	00	00	10		22	00	07	12
	493	00	01	74		573	00	03	25
	494	00	02	42	Barakura	2385	00	39	84
	464	00	02	65		2383	00	13	78
	495	00	01	08		2381	00	02	17
	496	00	02	02		2394	00	70	90
	497	00	01	48		2208	00	02	50
	498	00	01	21		2209	00	09	90
	499	00	01	28		2216	00	00	63
	500	00	00	10		2218	00	10	55
	511	00	01	73		2393	00	67	42
	501	00	02	42		2219	00	04	34
	502	00	01	60		2221	00	16	92
	503	00	01	62		2226	00	00	56
	504	00	04	09		2167	00	01	61
	509	00	09	03		2165	00	12	69
	604	00	00	40		2163	00	05	70
	505	00	00	40		2648	00	00	10

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Barakura	1193	00	02	74	Barakura	1365	00	00	81
	1195	00	07	40		1366	00	00	81
	1194	00	00	20		1074	00	00	22
	1247	00	00	81		1372	00	00	81
	1246	00	00	45		1369	00	00	40
	1248	00	02	10		1367	00	01	25
	1251	00	00	81		2461	00	00	38
	1245	00	01	62		1370	00	00	70
	1244	00	00	43		1371	00	00	25
	1196	00	01	40		1368	00	02	02
	1266	00	02	47		1383	00	03	15
	1334	00	03	60		1382	00	00	40
	1265	00	06	76		1072	00	00	14
	1260	00	00	16		1058	00	04	13
	1268	00	06	05		2547	00	00	15
	1269	00	06	99		1057	00	00	01
	1273	00	02	46		1049	00	03	07
	1271	00	02	02		1048	00	01	07
	1272	00	00	27		1388	00	00	19
	1313	00	06	82		1050	00	01	01
	1318	00	00	20		1047	00	06	13
	1314	00	00	81		1046	00	02	04
	1311	00	00	81		1045	00	02	00
	1315	00	04	20		1036	00	01	04
	1312	00	01	21		2544	00	01	11
	1283	00	00	49		1035	00	01	34
	1284	00	00	10		2545	00	02	12
	1310	00	00	16		1034	00	00	77
	1306	00	06	55		1032	00	04	45
	1305	00	01	21		1031	00	01	15
	1304	00	01	21		1033	00	02	21
	2555	00	02	82		1022	00	01	60
	1340	00	00	90		2542	00	00	20
	2554	00	02	83		1019	00	02	82
	1355	00	01	30		1021	00	00	40
	1356	00	01	62		1020	00	03	23
	1076	00	05	16		1018	00	00	10
	1357	00	00	10		1015	00	01	64
	1364	00	00	75		1013	00	10	13

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Barakura	1024	00	00	26	Barakura	406	00	05	70
	533	00	01	13		408	00	00	29
	538	00	00	56		405	00	00	45
	537	00	03	72		404	00	00	58
	536	00	00	57		401	00	05	74
	535	00	00	57		2	00	01	80
	540	00	00	20	Narayanpur	314	00	00	30
	546	00	05	51		200	00	30	50
	547	00	00	17		177	00	03	24
	548	00	01	64		178	00	00	10
	549	00	03	69		329	00	04	83
	551	00	02	45		136	00	05	01
	550	00	03	14		124	00	02	78
	2424	00	00	38		123	00	00	76
	2423	00	00	10		122	00	05	59
	567	00	04	11		125	00	00	79
	566	00	03	96		126	00	01	04
	561	00	01	69		127	00	00	73
	565	00	00	14		116	00	03	23
	564	00	00	40		117	00	00	60
	563	00	00	95		115	00	03	63
	562	00	04	72		114	00	01	22
	588	00	04	16		143	00	03	08
	590	00	04	18		76	00	01	26
	589	00	00	42		75	00	01	75
	591	00	01	41		74	00	05	23
	496	00	00	19		72	00	01	43
	592	00	02	37		73	00	02	27
	495	00	01	00		147	00	00	10
	494	00	04	17		6	00	33	37
	593	00	00	10		5	00	01	01
	486	00	09	61		3	00	00	31
	485	00	10	63	Khandahata	1135	00	01	25
	477	00	00	10		966	00	04	00
	484	00	01	50		947	00	44	14
	2416	00	03	88		940	00	05	23
	414	00	05	79		939	00	07	14
	407	00	04	04		942	00	03	91
	2516	00	00	46		936	00	04	25
						1669	00	04	83

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Tileimal	315	00	00	10	Jharamunda	387	00	0.6	78
	265	00	09	37		388	00	0.5	79
	264	00	00	74		386	00	0.3	56
	262	00	02	56		392	00	0.4	35
	263	00	00	10		383	00	00	55
	261	00	04	93		583	00	10.	78
Badabahal	708	00	09	04	Kelkata	371	00	0.3	34
	709	00	11	71		382	00	05	64
	711	00	07	57		379	00	03	00
	712	00	09	68		378	00	08	81
	713	00	09	60		376	00	00	56
	716	00	15	24		381	00	01	90
	717	00	03	67		377	00	01	57
	718	00	01	08		242	00	03	55
	693	00	02	39		334	00	01	42
	598	00	02	0.9		331	00	01	62
	633	00	02	13		332	00	03	88
	632	00	11	75		337	00	00	10
	623	00	0.5	58		338	00	00	24
	80.9	00	0.3	87		330	00	01	27
	624	00	04	20.		329	00	00	81
	625	00	01	89		328	00	00	81
	479	00	04	30		326	00	00	81
	477	00	01	20		327	00	00	60
	441	00	04	11		323	00	00	87
	444	00	.0	37		324	00	02	77
	472	00	05	01		325	00	01	71
	474	00	00	54		322	00	01	20
	473	00	06	09		321	00	00	91
	470	00	11	0.7		254	00	00	73
	482	00	0.3	98		255	00	03	27
	545	00	00	55		319	00	00	17
	544	00	0.2	71		318	00	05	44
	543	00	0.3	21		317	00	00	70
	542	00	10	0.6		256	00	03	40
	540	00	0.2	75		257	00	00	71
	537	00	04	52		265	00	08	66
	533	00	03	62		264	00	01	62
	536	00	18	12		263	00	00	37
	519	00	01	51					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Kolkata	262	00	00	21	Kolkata	38	00	02	00
	261	00	01	2		46	00	10	97
	267	00	02	35		410	00	00	73
	268	00	01	37		411	00	01	35
	224	00	03	35		412	00	00	84
	270	00	01	01	Kendukata	385	00	05	47
	273	00	00	81		384	00	05	53
	274	00	02	80		386	00	01	62
	272	00	01	62		387	00	02	42
	283	00	04	20		388	00	04	60
	275	00	02	46		389	00	01	18
	276	00	02	23		383	00	00	10
	277	00	01	62		381	00	01	53
	278	00	00	89		382	00	00	86
	280	00	04	17		380	00	00	69
	279	00	00	20		379	00	01	79
	195	00	00	10		368	00	01	87
	186	00	00	75		366	00	01	50
	160	00	06	61		365	00	02	36
	161	00	01	98		81	00	07	20
	162	00	04	07		87	00	01	53
	163	00	01	33		86	00	00	37
	171	00	04	17		89	00	00	74
	170	00	04	20		88	00	00	72
	169	00	04	52		102	00	04	94
	166	00	00	13		90	00	02	86
	168	00	00	17		101	00	02	38
	175	00	00	60		100	00	00	57
	116	00	01	13		103	00	00	10
	119	00	03	18		135	00	03	80
	118	00	04	60		134	00	03	23
	117	00	04	76		136	00	00	10
	115	00	00	33		133	00	01	61
	114	00	02	25		109	00	00	92
	26	00	04	85		132	00	01	91
	35	00	03	13		130	00	02	00
	39	00	13	09		131	00	00	22
	36	00	01	42		129	00	05	07
	37	00	00	56		128	00	01	52

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Kendukata	147	00	03	68	Purunagara	279	00	19	82
	156	00	00	10		283	00	01	30
	155	00	00	78		284	00	09	13
	154	00	02	10		207	00	10	88
	159	00	10	66		168	00	10	91
	158	00	00	10		164	00	00	17
	160	00	00	10		163	00	02	02
	161	00	03	76		162	00	01	01
	167	00	04	18		120	00	10	85
	165	00	05	24		121	00	01	22
	182	00	09	07		170	00	01	28
	181	00	06	03		118	00	03	09
	186	00	02	09		119	00	04	01
	1	00	07	25		112	00	01	45
Purunagara	442	00	07	70		111	00	09	48
	445	00	07	06		113	00	00	95
	457	00	08	03		104	00	04	27
	456	00	01	86		101	00	03	93
	455	00	02	77		102	00	03	29
	450	00	04	47		103	00	00	10
	452	00	00	58		100	00	01	18
	451	00	04	98		60	00	03	54
	423	00	01	37		51	00	04	09
	412	00	04	88		52	00	37	01
	413	00	00	26		54	00	05	54
	411	00	00	69		55	00	08	38
	414	00	05	69		50	00	50	07
	422	00	01	09		23	00	00	10
	415	00	00	29		986	00	12	14
	416	00	06	18		992	00	06	90
	417	00	01	35		37	00	45	86
	418	00	00	86	Kuhi	472	00	04	65
	406	00	04	39		498	00	03	30
	395	00	00	52		453	00	04	76
	407	00	10	12		451	00	05	75
	327	00	03	16		454	00	01	42
	328	00	02	37		495	00	03	11
	326	00	06	65		496	00	06	07
	317	00	01	63		455	00	00	92

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Kuhi	450	00	01	41	Podabalanda	2266	00	01	73
	428	00	01	92		2268	00	02	13
	424	00	02	02		2267	00	00	30
	417	00	04	16		2247	00	01	97
	423	00	00	22		2246	00	00	42
	425	00	00	31		2086	00	19	76
	418	00	07	03		2095	00	12	09
	422	00	00	62		2109	00	00	10
	407	00	03	91		2108	00	01	06
	419	00	03	02		2107	00	04	36
	406	00	03	91		2106	00	04	01
	404	00	01	16		2105	00	03	66
	405	00	00	10		2104	00	01	51
	403	00	04	53		2103	00	02	72
	399	00	02	83		2102	00	01	96
	398	00	00	67		2130	00	00	51
	401	00	01	35		2131	00	05	20
	400	00	03	42		2132	00	02	31
	384	00	03	46		2134	00	02	05
	385	00	00	10		2135	00	01	80
	393	00	06	75		2136	00	00	47
	394	00	00	10		2137	00	00	10
	392	00	01	70		1866	00	01	46
	387	00	04	53		1864	00	01	21
	391	00	00	10		1863	00	02	93
	388	00	01	27		1821	00	08	40
	390	00	01	97		1862	00	00	10
	389	00	03	44		1819	00	02	66
	276	00	26	41		1820	00	01	21
	202	00	00	30		1830	00	05	00
	277	00	00	68		1818	00	00	59
	274	00	00	51		1817	00	00	40
	273	00	06	47		1816	00	01	25
	272	00	03	11		1823	00	00	10
Podabalanda	2272	00	03	52		1831	00	01	89
	2263	00	00	67		1832	00	01	29
	2271	00	03	23		1814	00	00	28
	2270	00	03	33		1829	00	00	10
	2265	00	02	96		1833	00	04	27

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Podabalanda	1328	00	00	51	Podabalanda	1172	00	03	39
	1327	00	02	43		1138	00	01	10
	2559	00	01	79		1090	00	00	90
	1322	00	00	10		1088	00	00	18
	1325	00	01	73		1089	00	02	02
	1326	00	02	31		1086	00	00	10
	1331	00	05	93		1085	00	03	18
	1311	00	00	14		1084	00	03	15
	1310	00	00	92		1082	00	04	17
	1333	00	00	99		1091	00	02	13
	1335	00	00	26		1080	00	03	75
	1285	00	01	27		1042	00	00	10
	1284	00	01	20		1043	00	00	41
	1281	00	02	02		1044	00	02	24
	1282	00	01	20		1046	00	06	73
	1280	00	01	31		1045	00	00	10
	1283	00	00	63		941	00	02	98
	1279	00	01	13		942	00	00	95
	1234	00	01	72		944	00	04	01
	1235	00	06	87		945	00	00	24
	1236	00	00	10		1030	00	00	19
	2557	00	00	10		950	00	02	07
	1249	00	03	15		949	00	02	14
	1245	00	01	21		948	00	00	17
	1244	00	00	90		951	00	00	66
	1242	00	02	34		953	00	03	10
	1243	00	00	88		952	00	04	17
	1178	00	01	41		966	00	07	57
	1179	00	00	96		969	00	00	10
	1177	00	02	26		964	00	00	10
	1176	00	00	13		965	00	02	46
	1174	00	02	42		971	00	03	89
	1184	00	00	18		972	00	00	74
	1175	00	00	27		962	00	05	93
	2556	00	02	60		424	00	00	26
	1167	00	01	08		425	00	04	30
	1170	00	02	10		427	00	04	75
	1171	00	00	19		428	00	00	51
	1173	00	00	76		429	00	02	02

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Podabālanda	422	00	00	15	Barabank	2496	00	08	45
	430	00	02	19		2491	00	01	00
	432	00	01	41		2492	00	00	65
	433	00	02	55		2493	00	02	40
	434	00	00	60		2494	00	08	71
	435	00	12	21		2489	00	00	10
	440	00	09	83		2470	00	00	42
	466	00	07	08		2466	00	02	64
	467	00	00	10		2463	00	00	10
	464	00	06	45		2465	00	02	40
	470	00	03	97		2464	00	00	10
	471	00	05	79		2456	00	00	45
	460	00	08	09		2457	00	02	42
	456	00	00	28		2460	00	00	10
	458	00	02	28		2458	00	01	21
	459	00	02	02		2459	00	00	10
	301	00	01	95		2224	00	01	67
	293	00	00	37		2425	00	05	98
	292	00	00	82		2429	00	02	97
	291	00	09	04		2430	00	08	14
	295	00	01	16		2433	00	01	25
	296	00	01	13		2417	00	04	43
	290	00	10	52		2415	00	01	67
Badamal	1482	00	08	82		2416	00	06	21
	1475	00	02	29		2410	00	00	84
	1476	00	01	77		2411	00	02	87
	1472	00	02	12		2409	00	00	10
	1470	00	08	19		1318	00	07	00
	1471	00	00	68		1302	00	03	83
	1454	00	07	99		1304	00	14	20
	1453	00	03	84		1303	00	00	94
	1452	00	05	11		1305	00	03	59
Barabank	2569	00	06	68		1312	00	01	28
	2570	00	14	75		1313	00	00	10
	2567	00	10	55		1306	00	00	10
	2568	00	06	66		1309	00	04	71
	2566	00	02	14		1308	00	02	95
	2495	00	07	81		1296	00	04	44
	2565	00	05	72		1284	00	07	66

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Barabank	2671	00	06	76	Barabank	612	00	03	86
	2672	00	06	25		539	00	00	10
	1252	00	01	13		529	00	00	14
	1251	00	06	35		613	00	04	03
	1243	00	01	79		528	00	00	10
	1250	00	00	80		616	00	03	13
	1249	00	01	02		617	00	03	38
	1244	00	01	20		618	00	00	50
	1245	00	01	31		622	00	01	43
	1248	00	02	82		621	00	01	97
	1247	00	01	81		624	00	04	10
	1158	00	00	10		632	00	02	31
	1159	00	00	20		631	00	00	80
	1155	00	00	10		630	00	01	61
	1160	00	00	60		625	00	00	20
	1161	00	02	42		626	00	05	02
	1246	00	00	45		627	00	02	47
	1162	00	02	83		645	00	06	16
	1164	00	04	78		398	00	01	41
	1163	00	00	23		647	00	00	40
	1165	00	02	40		646	00	00	10
	1166	00	01	90		648	00	05	49
	1152	00	00	30		649	00	02	17
	1138	00	05	04		660	00	00	64
	1140	00	00	10		655	00	00	30
	1137	00	05	25		659	00	11	15
	1139	00	00	10		662	00	02	21
	597	00	02	23		664	00	01	93
	1136	00	02	77		665	00	00	90
	600	00	03	92		663	00	16	89
	599	00	00	10		393	00	02	50
	601	00	06	11	Helai	1426	00	02	05
	602	00	00	18		1409	00	16	81
	603	00	03	47		1410	00	13	56
	604	00	03	26		1404	00	01	93
	605	00	05	27		1403	00	11	14
	2637	00	00	10		1398	00	02	04
	606	00	02	30		1399	00	15	18
	607	00	06	56		1396	00	00	37

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Helai	1493	00	05	58	Helai	963	00	08	01
	1485	00	04	81		894	00	03	98
	1394	00	00	84		893	00	05	94
	1330	00	00	28		892	00	03	80
	1332	00	01	50		876	00	06	09
	1331	00	05	07		874	00	01	85
	1333	00	01	91		877	00	00	72
	1340	00	01	61		875	00	03	08
	1334	00	05	87		871	00	07	95
	1335	00	02	09		878	00	00	10
	1338	00	05	01		870	00	03	46
	1336	00	03	89		869	00	00	10
	1274	00	05	10		888	00	01	94
	1275	00	00	27		760	00	08	60
	1276	00	04	02		1554	00	00	10
	1277	00	05	50		757	00	02	97
	1280	00	00	62		730	00	06	95
	1278	00	09	31		729	00	00	54
	1212	00	05	60		728	00	03	51
	1279	00	06	15		726	00	07	57
	1215	00	00	33		725	00	01	65
	1214	00	05	61		721	00	11	42
	1146	00	06	66		722	00	01	74
	1145	00	06	01		724	00	00	10
	1144	00	13	60		304	00	05	16
	1143	00	08	82		268	00	00	70
	1141	00	00	10		267	00	02	82
	1142	00	06	75		269	00	01	21
	1520	00	02	83		270	00	02	01
	1120	00	00	46		266	00	01	06
	1519	00	00	66		272	00	00	20
	1521	00	01	62		271	00	01	62
	1522	00	00	10		274	00	00	77
	1071	00	00	33		264	00	09	69
	1119	00	03	31		257	00	04	38
	1095	00	04	43		258	00	04	19
	1093	00	02	40		259	00	02	88
	1082	00	05	56		250	00	10	80
	1083	00	00	72		251	00	07	47

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Helai	249	00	00	18	Musakata	1305	00	01	33
	235	00	24	12		1120	00	21	18
	1472	00	01	25		1129	00	00	10
	225	00	09	58		1132	00	01	31
	224	00	01	24		1131	00	05	36
	221	00	02	34		1128	00	01	21
	213	00	10	36		1127	00	01	05
	206	00	01	72		1138	00	08	56
	209	00	00	49		1091	00	01	29
	204	00	02	42		1092	00	03	62
	205	00	00	13		1090	00	09	14
	203	00	01	33		1088	00	00	10
	194	00	07	74		1089	00	00	24
	1457	00	01	54		1080	00	01	56
Musakata	1341	00	01	42		1079	00	04	97
	1331	00	04	83		1031	00	00	10
	1261	00	07	00		779	00	01	76
	1465	00	00	10		780	00	07	65
	1262	00	06	77		775	00	03	13
	1266	00	05	68		1027	00	00	20
	1278	00	10	56		781	00	02	13
	1275	00	01	12		774	00	02	02
	1276	00	01	83		782	00	03	14
	1277	00	00	94		785	00	05	24
	1233	00	07	06		793	00	00	10
	1232	00	00	64		794	00	03	23
	1230	00	02	41		795	00	03	54
	1229	00	03	13		798	00	01	86
	1227	00	17	08		797	00	03	23
	1228	00	01	20		796	00	02	46
	1223	00	00	27		824	00	09	21
	1224	00	05	51		853	00	02	70
	1220	00	11	53		852	00	07	32
	1298	00	01	42		836	00	03	61
	1297	00	03	03		851	00	02	87
	1295	00	13	52		850	00	01	00
	1307	00	00	81		849	00	05	07
	1308	00	00	33		861	00	00	82
	1306	00	00	10		847	00	08	74

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Musakata	846	00	01	05	Baunshajala	2224	00	00	20
	845	00	05	00		2221	00	02	02
	882	00	00	20		2213	00	11	40
	883	00	17	26		2169	00	00	10
	884	00	01	30		2212	00	11	81
	885	00	02	46		2210	00	00	60
	886	00	01	62		2211	00	01	17
	887	00	06	13		2174	00	02	60
	1361	00	00	10		2176	00	09	79
	91	00	01	80		2175	00	01	41
	89	00	14	16		1954	00	13	98
	1359	00	02	91		1951	00	01	34
	88	00	05	33		1953	00	00	55
	87	00	01	13		1952	00	03	16
	1399	00	02	83		1950	00	01	35
Baunshajala	2426	00	02	74		1947	00	07	05
	2425	00	04	42		1949	00	01	53
	2420	00	03	44		1946	00	00	29
	2418	00	08	26		1945	00	01	67
	2419	00	02	74		1944	00	03	05
	2331	00	03	51		1943	00	04	98
	2300	00	01	79		1942	00	00	58
	2310	00	03	61		1789	00	01	13
	2311	00	00	69		1788	00	06	33
	2308	00	01	34		1787	00	00	65
	2312	00	03	01		1762	00	00	26
	2307	00	00	25		1768	00	00	10
	2306	00	02	22		1785	00	03	50
	2305	00	00	81		1769	00	00	33
	2280	00	00	28		1771	00	04	29
	2304	00	01	80		1773	00	00	10
	2303	00	01	87		1772	00	01	44
	2302	00	01	24		1742	00	05	54
	2286	00	03	66		1741	00	00	26
	2288	00	00	31		1739	00	02	99
	2295	00	02	93		1740	00	04	15
	2294	00	01	01		1720	00	00	13
	2293	00	00	10		1721	00	03	82
	2291	00	02	38		1728	00	01	92
	2289	00	00	26		1727	00	00	65
	2290	00	01	20		1722	00	00	10
	2218	00	01	42		1726	00	00	17
	2510	00	00	20		1754	00	02	82
	2225	00	03	46		1723	00	03	14
	2220	00	03	35		1666	00	01	31

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Baunshajala	1754	00	02	82	Baunshajala	148	00	02	70
	2523	00	01	34		235	00	02	33
	1635	00	01	95		116	00	13	71
	1636	00	01	69		115	00	03	25
	1634	00	01	41		2447	00	11	87
	1633	00	02	24		74	00	05	12
	1632	00	00	10		75	00	07	90
	919	00	05	90		72	00	59	66
	893	00	00	57		32	00	04	04
	920	00	04	30		29	00	06	82
	921	00	02	04		28	00	16	02
	914	00	00	70		23	00	09	36
	933	00	08	72		27	00	00	49
	932	00	00	24		24	00	10	73
	938	00	01	99		2559	00	00	32
	937	00	02	66		21	00	00	18
	936	00	01	17		22	00	71	52
	942	00	03	69		2558	00	05	39
	304	00	05	09	Erandidahal	58	00	07	35
	303	00	00	96		117	00	04	89
	305	00	00	38		115	00	16	88
	306	00	02	13		114	00	02	12
	302	00	01	12		113	00	27	89
	322	00	02	28		101	00	08	30
	301	00	01	30		99	00	15	06
	323	00	00	25		98	00	17	82
	300	00	03	79		97	00	52	33
	290	00	00	46	Charamal	1483	00	14	50
	299	00	00	57		354	00	57	75
	292	00	01	61	Keutibahal	353	00	17	54
	293	00	02	73		404	00	08	30
	291	00	02	77		352	00	02	51
	269	00	00	10		366	00	13	02
	264	00	04	02	Mugapala	351	00	29	24
	266	00	00	93		504	00	39	97
	265	00	04	40		498	00	00	97
	274	00	00	16		497	00	22	07
	259	00	05	61		496	00	00	20
	260	00	00	66		444	00	00	20
	257	00	00	43		494	00	04	22
	256	00	04	91		434	00	12	51
	227	00	04	64		166	01	03	46
	232	00	00	39		167	00	70	20
	229	00	02	04		162	01	06	30
	230	00	01	23		519	00	08	37

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Mugapala	518	00	02	41	Muchibahala	1203	00	13	45
	152	00	66	45		1197	00	39	98
	141	00	30	92		1187	00	35	96
	150	00	01	48		1186	00	06	10
	148	00	00	64		1198	00	02	58
	147	00	20	76		1185	00	11	86
	93	00	01	70		1158	00	40	03
	94	00	09	81		1157	00	02	53
	95	00	08	42		1154	00	36	52
	47	00	16	20		1149	00	00	25
	42	00	00	10		1148	00	00	72
	43	00	01	76		1147	00	12	80
	44	00	03	75		878	00	17	05
	17	00	36	55		904	00	11	19
	18	00	13	85		905	00	01	71
	22	00	18	76		901	00	05	97
						906	00	00	10
						907	00	03	58
						908	00	04	56
Kulhiabahal	132	00	51	67		952	00	03	00
	131	00	12	14		951	00	06	88
	121	00	65	15		949	00	00	40
	118	00	02	10		956	00	04	18
Ambadar	121	00	37	95	Satyanandapali Alias Gaelchara	986	00	32	86
	145	00	05	47		984	00	36	75
	144	00	12	82		167	00	50	61
	143	00	07	02		157	00	20	67
	141	00	16	42		155	00	08	75
	81	00	19	36		196	00	06	71
	138	00	04	59		145	00	06	65
	139	00	00	29		144	00	01	05
	136	00	10	21		143	00	14	09
	137	00	00	58		141	00	01	71
	132	00	01	05		271	00	02	33
	130	00	11	66		265	00	08	30
	129	00	04	73		276	00	23	75
	85	00	01	77		278	00	00	10
	76	00	22	17		279	00	05	25
	74	00	10	25		299	00	01	74
	87	00	15	00		300	00	15	65
	210	00	75	65		293	00	00	30
	162	00	04	29		298	00	00	39
	209	00	00	10		296	00	00	10
Lambakheta	161	00	61	69		311	00	01	99
	136	00	41	47		309	00	02	73
	40	00	61	35		310	00	23	95
	48	01	00	72		792	00	05	95
						1131	00	01	14
						788	00	04	38

नई दिल्ली, 9 सितम्बर, 2010

का.आ. 2526.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन" बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री सुकान्त कुमार प्रधान, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, 1295, फॉरेस्ट पार्क, भुवनेश्वर-751009 (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-राजगांगपुर	जिला-सुंदरगढ़	राज्य-उड़ीसा		
गांव का नाम	प्लॉट सं.	क्षेत्रफल		
		हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5
बुडाकटा	565	00	09	36
	566	00	11	51
	1533	00	05	60
	1530	00	06	08
	1534	00	21	97
	1536	00	00	12
	1535	00	19	47
	1549	00	00	10
	1523	00	02	49
	1522	00	01	40
	1554	00	00	10
	1521	00	10	97

1	2	3	4	5
बुडाकटा	1520	00	10	26
	1516	00	20	86
	1518	00	00	10
	1515	00	00	85
	1443	00	03	65
	1442	00	36	44
	1431	00	00	10
	1432	00	04	52
	1433	00	00	10
	1434	00	13	95
	1414	00	02	08
	1413	00	01	83
	1393	00	03	55
	1392	00	10	60
	1384	00	02	94
	1378	00	00	10
	1385	00	35	54
	1356	00	01	77
	1354	00	07	58
	1353	00	02	75
	1352	00	03	97
	1351	00	07	50
	1350	00	00	10
	1348	00	02	61
	1342	00	05	43
	1341	00	10	45
	1340	00	06	33
	1343	00	01	89
	1338	00	08	77
	1337	00	05	21
	1335	00	10	29
	1336	00	01	42
	962	00	02	17
	900	00	05	65
	904	00	09	65
	905	00	00	95
	906	00	14	82
	907	00	16	74
	908	00	06	18
	912	00	05	99
	911	00	03	29

1	2	3	4	5	1	2	3	4	5
बुडाकटा	909	00	01	00	नकटिसान	236	00	00	10
	910	00	14	68		302	00	08	46
नकटिसान	109	00	00	11		230	00	00	20
	113	00	11	55		229	00	01	13
	114	00	00	88		303	00	12	91
	123	00	12	58		306	00	00	10
	124	00	06	27		304	00	10	09
	126	00	12	13		305	00	09	08
	127	00	01	54		346	00	10	07
	121	00	00	10		348	00	00	22
	103	00	04	39		350	00	10	35
	131	00	07	74		349	00	04	61
	133	00	01	62		340	00	02	09
	132	00	08	12		353	00	11	02
	142	00	02	23		354	00	10	57
	141	00	00	37		355	00	17	37
	144	00	02	55		367	00	00	58
	143	00	05	52		368	00	10	06
	150	00	02	90		369	00	01	56
	151	00	05	86		330	00	19	46
	533	00	00	14		329	00	05	42
	152	00	03	71		327	00	08	38
	172	00	04	28		324	00	27	40
	173	00	02	98		325	00	00	62
	538	00	00	77		531	00	05	74
	169	00	09	41		326	00	30	56
	168	00	00	29		450	00	33	49
	171	00	02	36		454	00	17	18
	170	00	03	80	तेलिघणा	1627	00	00	10
	537	00	01	76		1628	00	05	45
	167	00	04	87		1629	00	11	83
	165	00	01	79		1630	00	05	00
	513	00	00	14		1657	00	15	10
	217	00	13	36		1658	00	05	43
	219	00	06	21		1659	00	04	02
	220	00	07	46		1660	00	18	92
	221	00	00	83		1661	00	10	11
	233	00	01	89		1662	00	08	83
	234	00	03	04		1705	00	00	24
	232	00	16	08		1663	00	07	43

1	2	3	4	5	1	2	3	4	5
नेलिघणा	1704	00	03	17	कुत्रा	2209	00	24	15
	1703	00	03	35		2211	00	25	84
	1700	00	04	76		2210	00	28	29
	1699	00	05	40		2334	00	15	27
	1698	00	10	29		2338	00	18	92
	1697	00	00	41		2336	00	00	10
	1693	00	00	50		2337	00	65	25
	1824	00	02	89		2358	00	01	22
	1692	00	10	22		2360	00	00	45
	1691	00	07	19		2362	00	09	84
	1720	00	07	77		2361	00	23	69
	1690	00	06	44		2507	00	17	27
	1721	00	02	29		2505	00	01	33
	1687	00	03	91		2506	00	09	12
	1689	00	16	27		2499	00	01	33
	1682	00	04	41		2487	00	06	71
	1723	00	00	10		2482	00	12	19
	1246	00	05	39		2481	00	00	30
	1247	00	00	10		2477	00	14	26
	1243	00	22	69		2478	00	12	17
	1242	00	03	19		2479	00	00	10
कुत्रा	1966	00	00	10		2474	00	27	77
	1965	00	09	50		2618	00	42	58
	1964	00	04	32		2633	00	08	63
	1961	00	10	52		2625	00	00	83
	1963	00	19	68		2632	00	04	48
	1948	00	01	50		2631	00	03	68
	1944	00	05	64		2630	00	02	97
	1943	00	32	19		2629	00	04	48
	1938	00	13	46		2628	00	12	14
	1939	00	17	19		2627	00	07	97
	2215	00	02	63		2637	00	00	10
	1998	00	19	04		2397	00	01	88
	1999	00	07	20		2733	00	04	18
	3299	00	00	48		2734	00	01	17
	2000	00	15	48		2742	00	02	58
	2001	00	05	22		2741	00	19	97
	2002	00	05	25		2740	00	05	87
	2059	00	04	87		2737	00	21	15
	2208	00	02	09		2856	00	09	33
						2858	00	10	32

1	2	3	4	5	1	2	3	4	5
कुत्रा	3309	00	09	04	कुत्रा	3113	00	03	62
	2857	00	05	87		3111	00	00	39
	2862	00	04	35		3110	00	09	44
	3308	00	02	93		3109	00	14	02
	2854	00	10	04		3108	00	02	67
	2853	00	06	98	लिटिबेडा	1007	00	01	97
	2875	00	00	59		1006	00	42	79
	2878	00	03	59		917	00	02	58
	2877	00	10	65		921	00	07	55
	2960	00	11	97		922	00	01	27
	2874	00	14	34		923	00	08	04
	2961	00	18	17		926	00	14	74
	3053	00	05	19		927	00	14	40
	3050	00	04	40		930	00	16	08
	3048	00	00	10		988	00	07	00
	3046	00	13	14		984	00	01	82
	3043	00	00	10		981	00	00	31
	3042	00	09	14		980	00	10	33
	3040	00	09	42		979	00	00	74
	3038	00	02	02		978	00	05	62
	3039	00	04	79		1113	00	01	71
	3036	00	00	60		1056	00	13	59
	3031	00	04	50		1068	00	26	96
	3030	00	14	78		1067	00	01	16
	3025	00	00	44		1071	00	02	12
	3020	00	11	48		1063	00	06	62
	3019	00	19	66		1087	00	03	14
	2988	00	15	51		1147	00	04	18
	2991	00	01	96		1088	00	05	17
	2990	00	02	10		1096	00	02	23
	2989	00	01	93		1097	00	05	77
	3122	00	05	26		1099	00	41	02
	3121	00	04	44		1102	00	13	46
	3120	00	01	32		1229	00	12	88
	3123	00	01	31	कटंग	1230	00	10	16
	3124	00	13	05		1228	00	12	58
	3215	00	00	55		1227	00	15	91
	3126	00	18	05		1224	00	21	49
	3127	00	11	58		1233	00	00	10
	3205	00	11	17		1223	00	08	26
	3128	00	00	10					

1	2	3	4	5	1	2	3	4	5
कंटग	1222	00	00	39	कंटग	1087	00	01	87
	1220	00	07	03		1322	00	08	36
	1219	00	12	86		1321	00	09	39
	1212	00	00	63		1337	00	08	63
	1213	00	07	04		1338	00	15	94
	1210	00	18	40		1315	00	10	31
	1239	00	15	85		1420	00	04	53
	1206	00	00	25		1421	00	04	18
	1240	00	07	22		1423	00	23	82
	1244	00	00	42		1426	00	12	16
	1242	00	00	45		1428	00	16	25
	1243	00	14	92		1427	00	01	77
	1245	00	01	29		1483	00	76	86
	1252	00	03	18		1478	00	03	52
	1247	00	03	19		1477	00	20	67
	1251	00	13	56		1475	00	07	70
	1250	00	02	78		1476	00	04	45
	1255	00	00	31		1471	00	13	51
	1256	00	02	32		1472	00	02	50
	1249	00	00	10		1932	00	08	39
	1257	00	05	25		1934	00	17	81
	1258	00	00	82		1935	00	18	09
	1260	00	13	54		1938	00	08	00
	1261	00	00	10	रूमाबाहाल	894	00	85	60
	1262	00	08	48		855	00	07	42
	1267	00	10	43		856	00	03	11
	1265	00	00	10		857	00	00	11
	1998	00	02	46		853	00	23	14
	1270	00	00	35		849	00	03	20
	1273	00	04	89		852	00	08	90
	1272	00	07	13		851	00	05	00
	1274	00	05	60		790	00	09	90
	1275	00	00	91		419	00	57	36
	1277	00	05	52		429	00	06	20
	1278	00	01	55		430	00	01	98
	1162	00	00	47		436	00	04	00
	1155	00	05	19		443	00	08	38
	1159	00	06	97		457	00	07	48
	1158	00	02	32		456	00	19	40
	1160	00	12	37		452	00	16	80
	1150	00	13	24					

1	2	3	4	5	1	2	3	4	5
रूमाबाहाल	467	00	00	10	डुडुकाबाहाल	642	00	06	00
	451	00	03	89		641	00	01	32
	468	00	02	63		723	00	04	57
	469	00	00	31		724	00	02	82
	730	00	11	53		725	00	03	00
	470	00	08	09		721	00	13	41
	471	00	09	42		854	00	12	98
	728	00	11	09		852	00	10	40
	729	00	12	39		1205	00	00	43
	717	00	03	22		1206	00	08	00
	716	00	04	19		851	00	11	02
	1075	00	01	14		1204	00	01	47
	1074	00	07	06		850	00	06	21
	711	00	07	40		846	00	10	99
	652	00	00	98		828	00	11	99
	648	00	09	95		829	00	08	47
	651	00	10	32		830	00	10	40
	655	00	04	26		831	00	05	12
	633	00	02	09		819	00	10	24
	634	00	07	11		818	00	02	27
	626	00	14	55		817	00	06	33
	624	00	06	05		816	00	00	45
	618	00	08	86		994	00	01	22
	617	00	11	12		995	00	07	53
	614	00	00	60		1009	00	00	10
	615	00	06	01		1007	00	16	36
	605	00	02	75		1008	00	04	01
	604	00	03	39		1005	00	12	60
	600	00	04	86		1010	00	00	19
	599	00	05	16		1003	00	00	30
	598	00	07	89		1004	00	12	95
	595	00	05	73		1207	00	01	79
	594	00	05	00		1012	00	16	63
डुडुकाबाहाल	630	00	27	04		1040	00	00	53
	631	00	06	33		1013	00	00	10
	632	00	09	33		1036	00	08	78
	649	00	00	11		1037	00	08	63
	648	00	18	63		1033	00	05	19
	643	00	11	90		1218	00	05	49
	644	00	03	26		1031	00	17	79
						1071	00	15	84

1	2	3	4	5	1	2	3	4	5
डुडुकाबाहाल	1149	00	09	87	केसरामाल	191	00	00	37
	1152	00	06	61		192	00	20	26
	1151	00	06	15		210	00	04	39
	1153	00	15	39		211	00	16	30
	1154	00	06	37		217	00	00	13
तिलेइमाल	160	00	13	81		218	00	01	21
	159	00	00	31		219	00	00	35
	158	00	00	47		291	00	01	36
	152	00	07	43		324	00	10	62
	151	00	08	12		328	00	09	54
	150	00	01	43		329	00	00	44
	146	00	17	41		335	00	10	21
	71	00	13	75		336	00	04	66
	65	00	15	04		334	00	00	69
	66	00	01	37		337	00	10	37
	67	00	05	10		338	00	05	30
	282	00	06	82		343	00	01	37
	54	00	05	89		353	00	02	63
	48	00	00	91		354	00	02	20
	53	00	03	72		350	00	06	97
	52	00	01	10		349	00	03	89
	49	00	07	72		346	00	05	00
	50	00	09	04		348	00	01	56
केसरामाल	1297	00	13	45		347	00	13	30
	1296	00	09	21		1110	00	03	96
	1295	00	03	52		1109	00	03	91
	1294	00	15	86		1106	00	04	50
	1293	00	01	45		1113	00	03	36
	1424	00	02	26		1103	00	05	95
	1292	00	05	17		1101	00	00	39
	1288	00	01	59		1102	00	09	26
	1289	00	00	97		1056	00	01	58
	1290	00	00	10		1058	00	01	28
	1287	00	22	08		1057	00	02	54
	1276	00	00	68		1059	00	08	07
	186	00	04	36		1095	00	11	84
	187	00	09	92		1093	00	13	00
	189	00	12	85		1085	00	01	57
	190	00	19	58		1086	00	06	39
	180	00	02	75		1087	00	08	15

1	2	3	4	5	1	2	3	4	5
कंसरामाल	1089	00	10	00	राइबेर्गा	1657	00	06	40
	1090	00	01	74		1656	00	06	51
	1081	00	06	06		1633	00	04	33
	1082	00	07	55		1632	00	01	96
झगरपुर	1	00	07	23		1514	00	07	88
	12	00	04	72		1516	00	21	01
	13	00	14	48		1507	00	09	28
	10	00	16	11		1505	00	10	52
	9	00	00	80		1506	00	00	52
	8	00	03	96		1497	00	02	12
	2	00	22	60		1496	00	06	12
	3	00	01	81		1495	00	04	42
राइबेर्गा	1746	00	05	73		1485	00	12	45
	1747	00	00	98		1486	00	06	61
	1767	00	21	35		2141	00	05	83
	1770	00	10	10		1484	00	00	10
	1771	00	05	95		1480	00	03	53
	1769	00	06	53		1479	00	06	05
	1781	00	15	59		1478	00	03	44
	1780	00	10	21		1476	00	04	29
	1733	00	01	66		1477	00	04	27
	1720	00	14	45		1466	00	01	16
	1722	00	00	80		1474	00	05	89
	1709	00	01	83		1471	00	10	20
	1691	00	04	26		1470	00	10	94
	1946	00	00	90		1441	00	02	06
	1608	00	20	59		1415	00	10	91
	1609	00	03	42		1417	00	00	23
	1610	00	28	25		1414	00	01	44
	1611	00	07	75		1302	00	00	58
	1626	00	10	34		1303	00	03	15
	1625	00	23	88		1306	00	07	30
	1622	00	06	77		1305	00	13	98
	2095	00	05	14		1295	00	08	92
	1621	00	05	46		1294	00	02	18
	1663	00	00	10		1247	00	09	11
	1659	00	09	23		1249	00	18	85
	1629	00	02	95		1248	00	03	09
	1658	00	01	28		1257	00	03	36
	1630	00	06	52		1256	00	20	19
						1125	00	13	63

1	2	3	4	5	1	2	3	4	5
राइबेर्णा	1128	00	00	32	राइबेर्णा	2124	00	00	15
	1124	00	00	17		1018	00	06	32
	1120	00	00	87		976	00	00	63
	1126	00	03	61		1017	00	14	23
	1127	00	05	04		977	00	00	10
	1119	00	13	92		979	00	01	12
	1118	00	22	14		978	00	04	17
	1116	00	11	92	लाइंग	859	00	05	13
	1115	00	01	70		858	00	06	19
	1111	00	02	93		857	00	08	74
	1112	00	06	59		856	00	03	54
	1110	00	08	93		861	00	00	94
	1106	00	09	14		862	00	12	84
	1107	00	01	26		863	00	00	10
	1105	00	05	24		870	00	01	76
	1102	00	13	66		869	00	19	04
	1101	00	16	48		1133	00	11	58
	1091	00	23	63		1132	00	00	53
	1080	00	00	85		1137	00	06	16
	1090	00	19	71		1139	00	02	16
	1081	00	05	89		1138	00	04	47
	1087	00	06	38		1214	00	07	10
	1083	00	08	48		1213	00	02	50
	1084	00	16	52		1211	00	01	25
	1068	00	15	68		1210	00	04	21
	1937	00	14	12		1209	00	05	58
	1035	00	00	10		1208	00	06	79
	1031	00	08	17		1207	00	16	96
	2077	00	01	56		1250	00	05	79
	1032	00	02	02		1249	00	00	10
	1033	00	04	21		1252	00	36	72
	2129	00	03	88		1253	00	05	91
	2128	00	00	21		1254	00	20	89
	1029	00	19	90		1255	00	04	48
	1026	00	00	96		1184	00	01	17
	1025	00	04	93		1256	00	23	08
	2125	00	02	11		1262	00	15	07
	1024	00	00	20		1311	00	01	73
	1019	00	18	15		1312	00	01	70
	1023	00	02	03		1313	00	05	00
	1020	00	00	10		3117	00	01	35

1	2	3	4	5
	3118	00	04	27
	3145	00	68	28
	3146	00	40	20
	3181	00	07	37
	3149	00	24	89

[सं.आर-25011/36/2010-ओ.आर-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 9th September, 2010

S.O. 2326.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a "Paradip- Sambalpur - Raipur - Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Sukanta Kumar Pradhan, Competent Authority, Indian Oil Corporation Limited, Paradip - Sambalpur-Raipur-Ranchi Pipeline Project, 1295, Forest Park, Bhubaneswar-751009, (Orissa).

SCHEDULE

Tehsil : Rajgangapur District:Sundergarh State:Orissa

Name of the Village	Plot No.	Area		
		Hectare	Are	Sq. Mtr.
1	2	3	4	5
Budhakta	565	00	09	33
	566	00	11	51
	1533	00	05	60
	1530	00	06	08
	1534	00	21	97
	1536	00	00	12

1	2	3	4	5
Budhakta	1535	00	19	47
	1549	00	00	10
	1523	00	02	49
	1522	00	01	40
	1554	00	00	10
	1521	00	10	97
	1520	00	10	26
	1516	00	20	86
	1518	00	00	10
	1515	00	00	85
	1443	00	03	65
	1442	00	36	44
	1431	00	00	10
	1432	00	04	52
	1433	00	00	10
	1434	00	13	95
	1414	00	02	08
	1413	00	01	83
	1393	00	03	55
	1392	00	10	60
	1384	00	02	94
	1378	00	00	10
	1385	00	35	54
	1356	00	01	77
	1354	00	07	58
	1353	00	02	75
	1352	00	03	97
	1351	00	07	50
	1350	00	00	10
	1348	00	02	61
	1342	00	05	43
	1341	00	13	45
	1340	00	14	33
	1343	00	01	89
	1338	00	08	77
	1337	00	05	21
	1335	00	10	29
	1336	00	01	42
	962	00	02	17
	900	00	05	65
	904	00	09	65

1	2	3	4	5	1	2	3	4	5
Budhakta	905	00	00	95	Naktisan	220	00	07	46
	906	00	14	82		221	00	00	83
	907	00	16	74		223	00	01	89
	908	00	06	18		234	00	03	04
	912	00	05	99		232	00	16	08
	911	00	03	29		236	00	00	10
	909	00	01	00		302	00	08	46
	910	00	14	68		230	00	00	20
Naktisan	109	00	00	11		229	00	01	13
	113	00	11	55		303	00	12	91
	114	00	00	88		306	00	00	10
	123	00	12	58		304	00	10	09
	124	00	06	27		305	00	09	08
	126	00	12	13		346	00	10	07
	127	00	01	54		348	00	00	22
	121	00	00	10		350	00	10	35
	103	00	04	39		349	00	04	61
	131	00	07	74		340	00	02	09
	133	00	01	62		353	00	11	02
	132	00	08	12		354	00	10	57
	142	00	02	23		355	00	17	37
	141	00	00	37		367	00	00	58
	144	00	02	55		368	00	10	06
	143	00	05	52		369	00	01	56
	150	00	02	90		330	00	19	46
	151	00	05	86		329	00	05	42
	533	00	00	14		327	00	08	38
	152	00	03	71		324	00	27	40
	172	00	04	28		325	00	00	62
	173	00	02	98		531	00	05	74
	538	00	00	77		326	00	30	56
	169	00	09	41		450	00	33	49
	168	00	00	29		454	00	17	18
	171	00	02	36	Telighana	1627	00	00	10
	170	00	03	80		1628	00	05	48
	537	00	01	76		1629	00	11	83
	167	00	04	87		1630	00	02	00
	165	00	01	79		1657	00	13	26
	515	00	00	14		1658	00	05	43
	217	00	13	36		1659	00	04	02
	219	00	06	21		1660	00	18	92

1	2	3	4	5	1	2	3	4	5
Telighana	1661	00	10	11	Kutra	2002	00	05	25
	1662	00	08	83		2059	00	01	87
	1705	00	00	24		2208	00	03	09
	1663	00	07	43		2209	00	24	13
	1704	00	03	17		2211	00	00	91
	1703	00	03	35		2210	00	28	29
	1700	00	04	76		2334	00	15	27
	1699	00	05	40		2338	00	18	92
	1698	00	10	29		2336	00	00	10
	1697	00	00	41		2337	00	03	25
	1693	00	00	30		2358	00	01	22
	1824	00	02	39		2360	00	00	45
	1692	00	10	22		2362	00	09	86
	1691	00	07	19		2361	00	23	49
	1720	00	07	77		2507	00	17	22
	1690	00	06	44		2505	00	01	43
	1721	00	02	29		2506	00	09	52
	1687	00	03	91		2499	00	01	33
	1689	00	16	27		2487	00	06	73
	1682	00	04	41		2482	00	12	49
	1723	00	00	10		2481	00	00	30
	1246	00	05	39		2477	00	14	46
	1247	00	00	10		2478	00	12	27
	1243	00	22	69		2479	00	00	10
	1242	00	03	19		2474	00	27	97
Kutra	1966	00	00	10		2618	00	42	58
	1965	00	09	50		2633	00	08	63
	1964	00	04	32		2625	00	00	83
	1961	00	10	52		2632	00	04	48
	1963	00	19	68		2631	00	03	68
	1948	00	01	50		2630	00	02	97
	1944	00	05	64		2629	00	04	48
	1943	00	32	19		2628	00	12	54
	1938	00	13	46		2627	00	05	97
	1939	00	17	19		2637	00	00	10
	2215	00	02	63		2397	00	01	88
	1998	00	19	04		2733	00	04	18
	1999	00	07	20		2734	00	01	17
	3299	00	00	48		2742	00	02	58
	2000	00	13	46		2741	00	19	97
	2001	00	05	28		2740	00	03	87
						2737	00	22	15

1	2	3	4	5	1	2	3	4	5
Kutra	2856	00	09	33	Kutra	3205	00	11	17
	2858	00	10	32		3128	00	00	10
	3309	00	09	04		3113	00	03	62
	2857	00	05	87		3111	00	00	39
	2862	00	04	35		3110	00	09	44
	3308	00	02	93		3109	00	14	02
	2854	00	10	04		3108	00	02	67
	2853	00	06	98	Litibeda	1007	00	01	97
	2875	00	00	39		1006	00	42	79
	2878	00	03	39		917	00	02	58
	2877	00	10	65		921	00	07	55
	2960	00	11	97		922	00	01	27
	2874	00	14	24		923	00	08	04
	2961	00	18	17		926	00	14	74
	3053	00	05	19		927	00	14	40
	3050	00	04	40		930	00	16	08
	3048	00	00	10		988	00	07	00
	3046	00	13	14		984	00	01	82
	3043	00	00	10		981	00	00	31
	3042	00	09	14		980	00	10	33
	3040	00	09	42		979	00	00	74
	3038	00	02	02		978	00	05	62
	3039	00	04	79		1113	00	01	71
	3036	00	00	60		1056	00	13	59
	3031	00	04	50		1068	00	26	96
	3030	00	14	78		1067	00	01	16
	3025	00	00	44		1071	00	02	12
	3020	00	11	48		1063	00	06	62
	3019	00	19	66		1087	00	03	14
	2988	00	15	51		1147	00	04	18
	2991	00	01	96		1088	00	05	17
	2990	00	02	10		1096	00	02	23
	2989	00	01	93		1097	00	05	77
	3122	00	05	26		1099	00	41	02
	3121	00	04	44	Katanga	1102	00	13	46
	3120	00	01	32		1229	00	12	88
	3123	00	01	31		1230	00	10	16
	3124	00	13	05		1228	00	12	58
	3215	00	00	55		1227	00	15	91
	3126	00	18	05		1224	00	21	49
	3127	00	11	58		1233	00	00	10

1	2	3	4	5	1	2	3	4	5
Katanga	1223	00	08	26	Katanga	1150	00	13	24
	1222	00	00	39		1087	00	01	87
	1220	00	07	03		1322	00	08	36
	1219	00	12	86		1321	00	09	39
	1212	00	00	63		1337	00	08	63
	1213	00	07	04		1338	00	15	94
	1210	00	18	40		1315	00	10	31
	1239	00	15	85		1420	00	04	53
	1206	00	00	25		1421	00	04	18
	1240	00	07	22		1423	00	23	82
	1244	00	00	42		1426	00	12	16
	1242	00	00	45		1428	00	16	25
	1243	00	14	92		1427	00	01	77
	1245	00	01	29		1483	00	76	86
	1252	00	03	18		1478	00	03	52
	1247	00	03	19		1477	00	20	67
	1251	00	13	56		1475	00	07	70
	1250	00	02	78		1476	00	04	45
	1255	00	00	31		1471	00	13	51
	1256	00	02	32		1472	00	02	50
	1249	00	00	10		1932	00	08	39
	1257	00	05	25		1934	00	17	81
	1258	00	00	82		1935	00	18	09
	1260	00	13	54		1938	00	08	00
	1261	00	00	10	Rumabahal	894	00	85	60
	1262	00	08	48		855	00	07	42
	1267	00	10	43		856	00	03	11
	1265	00	00	10		857	00	00	11
	1998	00	02	46		853	00	23	14
	1270	00	00	35		849	00	03	20
	1273	00	04	89		852	00	08	90
	1272	00	07	13		851	00	05	00
	1274	00	05	60		790	00	09	90
	1275	00	00	91		419	00	57	36
	1277	00	05	52		429	00	06	20
	1278	00	01	55		430	00	01	98
	1162	00	00	47		436	00	04	00
	1155	00	05	19		443	00	08	38
	1159	00	06	97		457	00	07	48
	1158	00	02	32		456	00	19	40
	1160	00	12	37		452	00	16	80

1	2	3	4	5	1	2	3	4	5
Rumabahal	467	00	00	10	Dudukabahal	641	00	01	32
	451	00	03	89		723	00	04	57
	468	00	02	63		724	00	02	82
	469	00	00	31		725	00	03	00
	730	00	11	53		721	00	13	41
	470	00	08	09		854	00	12	98
	471	00	09	42		852	00	10	40
	728	00	11	09		1205	00	00	43
	729	00	12	39		1206	00	08	00
	717	00	03	22		851	00	11	02
	716	00	04	19		1204	00	01	47
	1075	00	01	14		850	00	06	21
	1074	00	07	06		846	00	10	99
	711	00	07	40		828	00	11	99
	652	00	00	98		829	00	08	47
	648	00	09	95		830	00	10	40
	651	00	10	32		831	00	05	12
	655	00	04	26		819	00	10	24
	633	00	02	09		818	00	02	27
	634	00	07	11		817	00	06	33
	626	00	14	55		816	00	00	45
	624	00	06	05		994	00	01	22
	618	00	08	86		995	00	07	53
	617	00	11	12		1009	00	00	10
	614	00	00	60		1007	00	16	36
	615	00	06	01		1008	00	04	01
	605	00	02	75		1005	00	12	60
	604	00	03	39		1010	00	00	19
	600	00	04	86		1003	00	00	30
	599	00	05	16		1004	00	12	95
	598	00	07	89		1207	00	01	79
	595	00	05	73		1012	00	16	63
	594	00	05	00		1040	00	00	53
Dudukabahal	630	00	27	04		1013	00	00	10
	631	00	06	33		1036	00	08	78
	632	00	09	33		1037	00	08	63
	649	00	00	11		1033	00	05	19
	648	00	18	63		1218	00	05	49
	643	00	11	90		1031	00	17	79
	644	00	03	26		1071	00	15	84
	642	00	06	00		1149	00	09	87

1	2	3	4	5	1	2	3	4	5
Dudukabahal	1152	00	06	61	Keshramal	210	00	04	39
	1151	00	06	15		211	00	16	32
	1153	00	15	39		217	00	00	13
	1154	00	06	37		218	00	01	21
Tileimal	160	00	13	81		219	00	00	35
	159	00	00	31		291	00	01	16
	158	00	00	47		324	00	10	62
	152	00	07	43		328	00	09	54
	151	00	08	12		329	00	00	44
	150	00	01	43		335	00	10	51
	146	00	17	41		336	00	04	66
	71	00	13	75		334	00	00	69
	65	00	15	04		337	00	10	14
	66	00	01	37		338	00	05	90
	67	00	05	10		343	00	01	57
	282	00	06	82		353	00	02	63
	54	00	05	89		354	00	02	90
	48	00	00	91		350	00	06	97
	53	00	03	72		349	00	03	89
	52	00	01	10		346	00	05	00
	49	00	07	72		348	00	01	56
	50	00	09	04		347	00	13	30
Keshramal	1297	00	13	45		1110	00	03	96
	1296	00	09	21		1109	00	03	91
	1295	00	03	52		1106	00	04	50
	1294	00	15	86		1113	00	03	36
	1293	00	01	45		1103	00	05	95
	1424	00	02	26		1101	00	00	59
	1292	00	05	17		1102	00	09	26
	1288	00	01	59		1056	00	01	58
	1289	00	00	97		1058	00	01	28
	1290	00	00	10		1057	00	02	54
	1287	00	22	08		1059	00	08	07
	1276	00	00	68		1095	00	11	84
	186	00	04	36		1093	00	13	00
	187	00	09	92		1085	00	01	57
	189	00	12	85		1086	00	06	39
	190	00	19	58		1087	00	08	15
	180	00	02	75		1089	00	10	00
	191	00	00	37		1090	00	01	74
	192	00	20	36		1081	00	06	06
						1082	00	07	55

1	2	3	4	5	1	2	3	4	5
Jhagarpur	1	00	07	23	Raiberna	1516	00	21	01
	12	00	04	72		1507	00	09	28
	13	00	14	48		1505	00	10	52
	10	00	16	11		1506	00	00	52
	9	00	00	80		1497	00	02	12
	8	00	03	96		1496	00	06	12
	2	00	22	60		1495	00	04	42
	3	00	01	81		1485	00	12	45
Raiberna	1746	00	05	73		1486	00	06	61
	1747	00	00	98		2141	00	05	83
	1767	00	21	35		1484	00	00	10
	1770	00	10	10		1480	00	03	53
	1771	00	05	95		1479	00	06	05
	1769	00	06	53		1478	00	08	44
	1781	00	15	59		1476	00	04	29
	1780	00	10	21		1477	00	04	27
	1733	00	01	66		1466	00	04	16
	1720	00	14	45		1474	00	05	89
	1722	00	00	80		1471	00	10	20
	1709	00	01	83		1472	00	02	94
	1601	00	04	26		1441	00	02	08
	1946	00	00	90		1415	00	10	91
	1608	00	20	59		1417	00	00	23
	1609	00	03	42		1414	00	01	44
	1610	00	28	25		1302	00	00	58
	1611	00	07	75		1303	00	03	15
	1626	00	10	34		1306	00	07	30
	1625	00	23	88		1305	00	13	98
	1622	00	06	77		1295	00	08	92
	2095	00	05	14		1294	00	02	18
	1621	00	05	46		1247	00	09	11
	1663	00	00	10		1249	00	18	85
	1659	00	09	23		1248	00	03	09
	1629	00	02	95		1257	00	03	36
	1658	00	01	28		1256	00	20	19
	1630	00	06	52		1125	00	13	63
	1657	00	06	40		1128	00	00	32
	1656	00	06	51		1124	00	00	17
	1633	00	04	33		1120	00	00	87
	1632	00	01	96		1126	00	03	61
	1514	00	07	88		1127	00	05	04

1	2	3	4	5	1	2	3	4	5
Raiberna	1119	00	13	92	Raiberna	977	00	00	10
	1118	00	22	14		979	00	01	12
	1116	00	11	92		978	00	04	17
	1115	00	01	70	Laing	859	00	05	13
	1111	00	02	93		858	00	06	19
	1112	00	06	59		857	00	08	74
	1110	00	08	93		856	00	03	54
	1106	00	09	14		861	00	00	94
	1107	00	01	26		862	00	12	84
	1105	00	05	24		863	00	00	10
	1102	00	13	66		870	00	01	76
	1101	00	16	48		869	00	19	04
	1091	00	23	63		1133	00	11	58
	1080	00	00	85		1132	00	00	53
	1090	00	19	71		1137	00	06	16
	1081	00	05	89		1139	00	02	16
	1087	00	06	38		1138	00	04	47
	1083	00	08	48		1214	00	07	10
	1084	00	16	52		1213	00	02	50
	1068	00	15	68		1211	00	01	25
	1937	00	14	12		1210	00	04	21
	1035	00	00	10		1209	00	05	58
	1031	00	08	17		1208	00	06	79
	2077	00	01	56		1207	00	16	96
	1032	00	02	02		1250	00	05	79
	1033	00	04	21		1249	00	00	10
	2129	00	03	88		1252	00	36	72
	2128	00	00	21		1253	00	05	91
	1029	00	19	90		1254	00	20	89
	1026	00	00	96		1255	00	04	48
	1025	00	04	93		1184	00	01	17
	2125	00	02	11		1256	00	23	08
	1024	00	00	20		1262	00	15	07
	1019	00	18	15		1311	00	01	73
	1023	00	02	03		1312	00	01	70
	1020	00	00	10		1313	00	01	00
	2124	00	00	15		3117	00	01	35
	1018	00	06	32		3118	00	04	27
	976	00	00	63		3145	00	68	28
	1017	00	14	23		3146	00	40	20
						3181	00	07	37
						3149	00	24	89

[No. R-25011/36/2010-OR-I]

B. K. DATTA, Under Secy.

नई दिल्ली, 9 सितम्बर, 2010

का.अ. 2327.—केंद्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन" बिछाई जानी चाहिये;

और केंद्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केंद्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ जन साधारण को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री दिलीप कुमार अग्रवाल, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, एन-17, सेक्टर 2, अवन्ति विहार, रायपुर-492006 (छत्तीसगढ़) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-सक्ती	जिला-जांजगीर-चाम्पा	गण्य-छत्तीसगढ़			
क्रम सं.	गांव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	पलाडी खुर्द	1406/1	00	18	24
		1406/2	00	00	10
		1405/3	00	11	17
		794	00	04	88
		777	00	05	27
		776/2	00	01	78
		776/1	00	05	83
		774	00	08	48
		786/1	00	00	10
		788	00	03	69
		787	00	05	55
		789	00	02	19
		773/1	00	01	02
	792	00	03	04	
	790	00	01	54	
	765	00	08	81	

1	2	3	4	5
1. पलाडी खुर्द	758	00	01	20
	760	00	00	08
	759	00	06	29
	735/5	00	06	04
	736	00	01	68
	739/2	00	09	38
	737	00	00	16
	738	00	06	22
	739/1	00	04	10
	717/1	00	09	60
	718/4	00	07	80
	756/1,476/3,478	00	05	01
	682	00	15	53
	687	00	00	52
	681	00	05	14
	676	00	03	95
	652	00	15	21
	662	00	03	18
	661	00	02	00
	660	00	11	96
	657	00	14	09
	576	00	08	01
	580,582,583,596,597, 598,599,603,584,585, 593,594,595,573, 506/1,578,579,590,591	00	05	96
	577	00	35	20
	586/2	00	08	96
	587/3	00	01	83
	587/2	00	10	34
	587/1	00	08	26
	588	00	01	15
2. पलाडी कला	821/3	00	01	33
	711/3	01	20	12
	436	00	02	54
	438	00	00	17
	439	00	00	19
	440/3	00	00	16
	449/1	00	03	23
	427	00	00	01
	441	00	07	11
	442	00	04	47
	426	00	10	11
	409/1	00	06	25
	409/2	00	08	60
	409/3	00	03	83
	408	00	03	92
	294	00	07	78

[भाग II—खण्ड 3(ii)]

भारत का राजपत्र : सितम्बर 18, 2010/भाद्र 27, 1932

1	2	3	4	5	6	1	2	3	4	5	6
2.	पलाडी कला	293	00	00	31	4.	भागोडीह	414	00	00	10
		288/4	00	00	99			192	00	08	95
		292	00	00	64			189	00	10	84
		288/3	00	08	84			188	00	01	53
		291	00	03	67			186	00	09	07
		290	00	12	12			185	00	09	92
		289/1	00	00	68			4	00	12	35
		289/2	00	06	10			3	00	00	10
3.	मुक्ता-राजा	46	00	01	96			2	00	00	42
		47	00	00	65			1	00	00	10
		49	00	01	93	5.	सरह	1017	00	01	58
		48	00	00	10			1038	00	15	26
		55	00	16	48			1039	00	08	25
		57	00	18	16			1044	00	05	57
		59	00	04	55			1040	00	19	80
		58	00	08	53			1041	00	26	55
		60	00	07	75			1016	00	04	66
		61	00	07	25			965	00	08	16
		62	00	18	24			966	00	51	49
		63	00	00	98			953	00	12	49
		92	00	04	19			969	00	22	01
		91	00	03	33			970	00	16	60
		66	00	06	71			971	00	20	84
		67	00	07	12			944	00	04	39
		69	00	08	83			972	00	01	57
		88	00	15	89			973	00	14	75
		76	00	08	72			974	00	09	62
		75	00	01	81			935	00	17	43
		77	00	18	10			936	00	01	54
		144	00	07	37			923	00	05	69
		147	00	09	18			937	00	03	64
		146	00	00	71			922	00	07	18
		148	00	10	91			151	00	34	76
		150	00	00	10			152	00	00	14
		149	00	03	18			147/1	00	22	92
4.	भागोडीह	212	00	04	86			147/2	00	03	38
		243	00	02	90			159	00	40	42
		213	00	03	91			162	00	06	17
		214	00	08	02			165	00	03	76
		215	00	00	29			166	00	83	47
		216	00	32	91			168	00	21	12
		217	00	06	68			167	00	00	81
		198	00	06	67			177	00	14	36
		197	00	01	63			175	00	05	85
		196	00	15	14			176	00	00	79
		191	00	13	27			119	00	33	06
		193	00	00	10	6.	जर्वे	506	00	03	94

1	2	3	4	5	6
7.	गतवा	240	00	03	05
		241	00	02	56
		242	00	00	10
		243	00	07	36
		244	00	03	15
		232	00	00	10
		231	00	14	27
		230	00	00	31
		260	00	06	32
		261	00	28	39
		223	00	07	50
		268	00	09	21
		269	00	01	53
		270	00	11	06
		211	00	23	48
		212	00	00	10
		213	00	30	17
		54	00	40	89
		41	00	00	40
		45	00	06	21
		42	00	24	66
		28	00	14	03
		27	00	00	41
		25	00	16	96
		24	00	12	12
		30	00	02	03
		23	00	25	23
		22	00	05	12
		17	00	22	88
8.	सुन्दरेली	502	00	06	54
		497	00	02	66
		498	00	20	13
		496	00	02	93
		480	00	15	95
		486	00	15	18
		484	00	00	60
		485	00	05	00
		487	00	16	54
		474	00	03	22
		463	00	00	92
		459	00	08	98
		458	00	03	04
		455	00	14	29
		457	00	00	25
		454	00	00	32
		456	00	09	55
		449	00	01	92
		448	00	03	18

[सं. आर-25011/34/2010-ओ.आर-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 9th September, 2010

S.O. 2327.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a “Paradip-Sambalpur-Raipur-Ranchi Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Dilip Kumar Agarwal, Competent Authority, Indian Oil Corporation Limited, Paradip - Sambalpur-Raipur-Ranchi Pipeline Project, N-17, Sector-2, Avanti Vihar, Raipur-492006, Chhattisgarh.

SCHEDULE

Tehsil : Sakti District : Janjgir-Champa		State : Chhattisgarh			
Sr. No.	Name of the Village	Khasara No.	Area		
1	2	3	Hectare	Are	Sq. Mtr.
1.	Paladi Khurd	1406/1	00	18	24
		1406/2	00	00	10
		1405/3	00	11	17
		794	00	04	88
		777	00	05	27
		776/2	00	01	78
		776/1	00	03	83
		774	00	08	48
		786/1	00	00	10
		788	00	03	69
		787	00	03	55
		789	00	02	19
		773/1	00	01	02
		792	00	03	04
		790	00	01	54
		765	00	08	81
		758	00	01	20
		760	00	00	35
		759	00	06	29

1	2	3	4	5	6	1	2	3	4	5	6
1. Paladi Khurd	735/5	00	06	04		2. Paladi Kala	288/3	00	08	84	
	736	00	01	88			291	00	03	67	
	739/2	00	09	38			290	00	12	12	
	737	00	00	46			289/1	00	00	68	
	738	00	06	22			289/2	00	06	10	
	739/1	00	04	10		3. Mukta-Raja	46	00	01	96	
	717/1	00	09	60			47	00	00	65	
	718/4	00	07	90			49	00	01	03	
	756/1,476/3,478	00	05	62			48	00	00	10	
	682	00	15	53			53	00	16	48	
	687	00	00	52			57	00	18	16	
	681	00	05	74			59	00	04	55	
	676	00	03	93			58	00	08	53	
	652	00	13	21			60	00	07	75	
	662	00	03	18			61	00	07	25	
	661	00	02	75			62	00	18	24	
	660	00	11	99			63	00	00	98	
	657	00	14	09			92	00	04	19	
	576	00	08	01			91	00	03	33	
	580,582,6583,596,597,						66	00	06	71	
	598,599,603,584,585,						67	00	07	12	
	593,594,595,573,	00	09	96			69	00	08	83	
	506/1,578,579,590,591						88	00	15	89	
	577	00	83	20			76	00	08	72	
	586/2	00	08	93			75	00	01	81	
	587/3	00	01	83			77	00	18	10	
	587/2	00	10	34			144	00	07	37	
	587/1	00	08	26			147	00	09	18	
	588	00	01	15			146	00	00	71	
2. Paladi Kala	821/3	00	04	33			148	00	10	91	
	711/3	01	20	12			150	00	00	10	
	436	00	02	54			149	00	03	18	
	438	00	06	17		4. Bhagodih	212	00	04	86	
	439	00	03	44			243	00	02	90	
	440/3	00	00	10			213	00	03	91	
	449/1	00	03	23			214	00	08	02	
	427	00	05	01			215	00	00	29	
	441	00	07	11			216	00	32	91	
	442	00	04	47			217	00	06	68	
	426	00	10	11			198	00	06	67	
	409/1	00	06	25			197	00	01	63	
	409/2	00	06	60			196	00	15	14	
	409/3	00	03	83			191	00	13	27	
	408	00	03	92			193	00	00	10	
	294	00	07	78			414	00	00	10	
	293	00	00	31			192	00	08	95	
	288/4	00	00	99			189	00	10	84	
	292	00	00	64			188	00	01	53	

1	2	3	4	5	6	1	2	3	4	5	6
4.	Bhagodih	186	00	09	07	7.	Gatwa	244	00	03	15
		185	00	09	92			232	00	00	10
		4	00	12	35			231	00	14	27
		3	00	00	10			230	00	00	31
		2	00	00	42			260	00	06	32
		1	00	00	10			261	00	28	39
5.	Sarhar	1017	00	01	58			223	00	07	50
		1038	00	15	26			268	00	09	21
		1039	00	08	25			269	00	01	53
		1044	00	05	57			270	00	11	06
		1040	00	19	80			211	00	23	18
		1041	00	26	55			212	00	00	16
		1016	00	04	66			213	00	30	17
		965	00	08	16			54	00	40	89
		966	00	51	49			41	00	00	40
		953	00	12	49			45	00	06	21
		969	00	22	01			42	00	24	66
		970	00	16	60			28	00	14	03
		971	00	20	84			27	00	00	41
		944	00	04	39			25	00	16	96
		972	00	01	57			24	00	12	12
		973	00	14	75			30	00	02	03
		974	00	09	62			23	00	25	23
		935	00	17	43			22	00	05	12
		936	00	01	54			17	00	22	88
		923	00	05	69	8.	Sundreli	502	00	06	51
		937	00	03	64			497	00	02	66
		922	00	07	18			498	00	20	13
		151	00	34	76			496	00	02	93
		152	00	00	14			480	00	15	95
		147/1	00	22	92			486	00	15	18
		147/2	00	03	38			484	00	00	60
		159	00	40	42			485	00	05	00
		162	00	06	17			487	00	16	54
		165	00	03	76			474	00	03	22
		166	00	83	47			463	00	00	92
		168	00	21	12			459	00	08	98
		167	00	00	81			458	00	03	04
		177	00	14	36			455	00	14	29
		175	00	05	85			457	00	00	25
		176	00	00	79			454	00	00	32
		119	00	33	06			456	00	09	55
6.	Jarwe	506	00	03	94			449	00	01	92
7.	Gatwa	240	00	03	05			448	00	03	18
		241	00	02	56						
		242	00	00	10						
		243	00	07	36						

नई दिल्ली, 9 सितम्बर, 2010

का.आ. 2328.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 5 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यह उल्लिखित तारीखों की अधिसूचना संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था;

और केन्द्रीय सरकार ने, उक्त अधिनियम की 6 धारा की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में, जो सभी विल्लगमों से मुक्त है, उपयोग का अधिसूचनाओं से संलग्न का अधिकार इंडियन ऑयल कार्पोरेशन लिमिटेड में, निहित किया था ;

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को यह रिपोर्ट दी है कि कर्नाटक राज्य में चन्नै-बेंगलुरु तक पेट्रोलियम उत्पाद के परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जा चुकी है। अतः उस भूमि में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट किया गया है।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है।

अनुसूची

जिला : कोलार						राज्य : कर्नाटक
क्रम सं.	का.आ.सं. एवं तारीख	गांव का नाम	तालुका	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
1.	1281	असकुगान्दहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
	29-05-2008	क्रियापल्ली	मुलबागल	कोलार	कर्नाटक	06-04-2010
		सदरशान्दहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		सप्तमन्दपुरा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		माइलापुरा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		काम्मासन्दा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		मुल्लोबाईहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		चिक्कागुट्टाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		डोड्डागुट्टाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		कृष्णापुरा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		वज्रनागेनाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		जाथमंगलाअग्रहरा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		डोम्मासन्दा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		सगोडाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		कोलागाणी	मुलबागल	कोलार	कर्नाटक	06-04-2010
		मेलगाणी	मुलबागल	कोलार	कर्नाटक	06-04-2010
		पडाकास्ति	मुलबागल	कोलार	कर्नाटक	06-04-2010
		कन्नथा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		कुरुबा चन्दुमनाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		बल्लाअग्रहरा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		चन्नापुरा	मुलबागल	कोलार	कर्नाटक	06-04-2010

1	2	3	4	5	6	7
		येडाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		चित्थेरी	मुलबागल	कोलार	कर्नाटक	06-04-2010
		उरकुटेमिट्टुरु	मुलबागल	कोलार	कर्नाटक	06-04-2010
		आवलमारक्कालागट्टा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		मिणिजेनहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		बन्डहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
3345		चिक्कागुट्टाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
12-12-2008		सगोंडाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		चन्नापुरा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		उरकुटेमिट्टुरु	मुलबागल	कोलार	कर्नाटक	06-04-2010
		मिणिजेनहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		येडाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
1948		रामचन्द्रपुरा	मुलबागल	कोलार	कर्नाटक	06-04-2010
15-07-2009		पडाकास्ति	मुलबागल	कोलार	कर्नाटक	06-04-2010
		चित्थेरी	मुलबागल	कोलार	कर्नाटक	06-04-2010
		बन्डहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		मिणिजेनहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
912		कसवुगान्हल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
29-03-2010		माइलापुरा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		पुल्लोबारेड्डीहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		सगोंडाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		पडाकास्ति	मुलबागल	कोलार	कर्नाटक	06-04-2010
		कुरुबा चन्दुमनाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		चन्नापुरा	मुलबागल	कोलार	कर्नाटक	06-04-2010
		येडाहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		उरकुटेमिट्टुरु	मुलबागल	कोलार	कर्नाटक	06-04-2010
		मिणिजेनहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
		बन्डहल्लि	मुलबागल	कोलार	कर्नाटक	06-04-2010
1282		जयमंगला	बंगारपेट	कोलार	कर्नाटक	06-04-2010
29-05-2008		नीलकण्ठपुरा	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		वांदडाहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		कामण्डहल्ली	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		कंगानल्लुर	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		मावहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		नायकरहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		वट्टकुटे	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		बावरहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		हुडकुला	बंगारपेट	कोलार	कर्नाटक	06-04-2010

1	2	3	4	5	6	7
		अनिगानाहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		सिड्डानहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		अक्षत्रगोल्लाहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		मुगालाबेले	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		माधमंगला	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		सूलकुटे	बंगारपेट	कोलार	कर्नाटक	06-04-2010
2.	3346	जयमंगला	बंगारपेट	कोलार	कर्नाटक	06-04-2010
	12-12-2008	कंगानल्लुर	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		कामण्डहल्ली	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		मावहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		सिड्डानहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		अक्षत्रगोल्लाहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		मुगालाबेले	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		सूलकुटे	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		नीलकण्ठपुरा	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		मीठमल्लहल्ली	बंगारपेट	कोलार	कर्नाटक	06-04-2010
3.	1947	वांदडाहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
	15-07-2009	मावहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		मुगालाबेले	बंगारपेट	कोलार	कर्नाटक	06-04-2010
4.	913	वांदडाहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
	29-03-2010	कामण्डहल्ली	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		मावहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		नायकरहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		वटकुटे	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		बावरहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		अनिगानाहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		अक्षत्रगोल्लाहल्लि	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		मुगालाबेले	बंगारपेट	कोलार	कर्नाटक	06-04-2010
		सूलकुटे	बंगारपेट	कोलार	कर्नाटक	06-04-2010
5.	1278	मीठमल्लहल्ली	बंगारपेट	कोलार	कर्नाटक	06-04-2010
	23-05-2008					
1.	1283	वडागरे	कोलार	कोलार	कर्नाटक	06-04-2010
	29-05-2008	स्वामीगला गोल्लाहल्लि	कोलार	कोलार	कर्नाटक	06-04-2010
		अग्रहरा सोमरसन हल्लि	कोलार	कोलार	कर्नाटक	06-04-2010
		पटना	कोलार	कोलार	कर्नाटक	06-04-2010
2.	914	अग्रहरा सोमरसन हल्लि	कोलार	कोलार	कर्नाटक	06-04-2010
	29-03-2010	मीठमल्लहल्ली	कोलार	कोलार	कर्नाटक	06-04-2010
1.	1284	करडागुर्की	मालुर	कोलार	कर्नाटक	06-04-2010

1	2	3	4	5	6	7
	29-05-2008	कुटानहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		नक्कनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		कारगुंट्या	मालुर	कोलार	कर्नाटक	06-04-2008
		निधर्ममंगला	मालुर	कोलार	कर्नाटक	06-04-2008
		बावनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		कडसनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		पुरमाकनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		दोड्डाशिवा	मालुर	कोलार	कर्नाटक	06-04-2008
		वडगनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		विककासिवा	मालुर	कोलार	कर्नाटक	06-04-2008
		धाड्डाकडथुर	मालुर	कोलार	कर्नाटक	06-04-2008
		नाचोहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		लिंगापुरा	मालुर	कोलार	कर्नाटक	06-04-2008
		हागेहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		माडिवाला	मालुर	कोलार	कर्नाटक	06-04-2008
		चोंकांडहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		हनुमानायकहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		योशवन्तपुरा	मालुर	कोलार	कर्नाटक	06-04-2008
		थिम्मापुरा	मालुर	कोलार	कर्नाटक	06-04-2008
		आनेपुर	मालुर	कोलार	कर्नाटक	06-04-2008
2.	3347	निधर्ममंगला	मालुर	कोलार	कर्नाटक	06-04-2008
	12-12-2008	कडसनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		वडगनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		माडिवाला	मालुर	कोलार	कर्नाटक	06-04-2008
3.	1946	नक्कनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
	15-07-2009	निधर्ममंगला	मालुर	कोलार	कर्नाटक	06-04-2008
		कडसनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		पुरमाकनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2008
		योशवन्तपुरा	मालुर	कोलार	कर्नाटक	06-04-2008
		धाड्डाकडथुर	मालुर	कोलार	कर्नाटक	06-04-2008
4.	911	करडागुडी	मालुर	कोलार	कर्नाटक	06-04-2008
	29-03-2010	कारगुंट्या	मालुर	कोलार	कर्नाटक	06-04-2010
		निधर्ममंगला	मालुर	कोलार	कर्नाटक	06-04-2010
		कडसनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2010
		पुरमाकनहल्लि	मालुर	कोलार	कर्नाटक	06-04-2010
		विककासिवा	मालुर	कोलार	कर्नाटक	06-04-2010
		धाड्डाकडथुर	मालुर	कोलार	कर्नाटक	06-04-2010
		नाचोहल्लि	मालुर	कोलार	कर्नाटक	06-04-2010

1	2	3	4	5	6	7
		लिंगापुर	मल्लूर	कोलार	कर्नाटक	06-04-2010
		हरीहोसल	मल्लूर	कोलार	कर्नाटक	06-04-2010
		मण्डिकाना	मल्लूर	कोलार	कर्नाटक	06-04-2010
		हनुमानकहली	मल्लूर	कोलार	कर्नाटक	06-04-2010
		देवगोल्लहल्ली	मल्लूर	कोलार	कर्नाटक	06-04-2010
जिला : बेंगलुरु रुरल						राज्य : कर्नाटक
क्र.सं.	क्र.आ.सं. एवं तारीख	गांव का नाम	मल्लुका	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
1.	1285 29-05-2008	बमनवांडे काजीहोसा हल्लि	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
		बनहल्लि	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
		परमनाहल्लि	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
		टिंडलु	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
		तरवहल्लि	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
	3348 03-12-2008	टिंडलु तरवहल्लि	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
		देवगोल्लहल्ली	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
2.	1939	कटिगेनहल्लि	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
3.	13-07-2008	देवगोल्लहल्ली	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
4.	1-01-2010	बमनवांडे	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
	29-03-2010	काजीहोसा हल्लि	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
		बनहल्लि	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
		परमनाहल्लि	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
		तरवहल्लि	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
		देवगोनहल्लि	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
		कटिगेनहल्ली	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010
5.	1279 23-05-2008	देवगोल्लहल्ली	होसकोटे	बेंगलुरु रुरल	कर्नाटक	06-04-2010

[फा. सं. आर-25011/33/2010-ओ.आर-1]

बी.के. दत्ता, अवर सचिव

New Delhi, the 9th September, 2010

S.O. 2328.—Whereas by the notification of the Government of India, Ministry of Petroleum and Natural Gas, S.O. No. and dated as mentioned in the Schedule below issued under sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government acquired the right of user in the lands, specified in the schedule appended to those notifications.

And whereas, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act. The Central Government visited the right of user in said lands, free from all encumbrances, in the Indian Oil Corporation limited.

And whereas, the Competent Authority has made a report to the Central Government, that the pipeline for the purpose of transportation of petroleum products from Chennai-Banglore in the State of Karnataka has been laid in respect

of said lands, so the operation may be terminated in respect of the ROW (Right of Way) in land, description of which in brief is specified in the schedule annexed to this notification.

Now therefore, as required under explanation-I of rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) rules 1963, the Central Government hereby declares the dates mentioned in column 7 of the said schedule as the dates of termination of operation.

SCHEDULE

District : Kolar

State : Karnataka

Sl. No.	S.O. No. and Date	Name of the Village	Taluk	District	State	Date of Termination of operation
1	2	3	4	5	6	7
1	1281 29-05-2008	Kasavuganahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Jiyapalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Payasthanahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Ramachandrapura	Mulbagal	Kolar	Karnataka	06-04-2010
		Mylapura	Mulbagal	Kolar	Karnataka	06-04-2010
		Kammasandra	Mulbagal	Kolar	Karnataka	06-04-2010
		Puliobareddyhalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Chikkaguttahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Doddaguttahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Krishnapura	Mulbagal	Kolar	Karnataka	06-04-2010
		Vajranagenahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Dommasandra	Mulbagal	Kolar	Karnataka	06-04-2010
		Jathamangala Agrahara	Mulbagal	Kolar	Karnataka	06-04-2010
		Sangondahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Keelagani	Mulbagal	Kolar	Karnataka	06-04-2010
		Melagani	Mulbagal	Kolar	Karnataka	06-04-2010
		Padakasti	Mulbagal	Kolar	Karnataka	06-04-2010
		Kannatha	Mulbagal	Kolar	Karnataka	06-04-2010
		Kurubara Chadumanahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Balla Agrahara	Mulbagal	Kolar	Karnataka	06-04-2010
		Channapura	Mulbagal	Kolar	Karnataka	06-04-2010
		Yadahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Chitheri	Mulbagal	Kolar	Karnataka	06-04-2010
		Urukuntemitturu	Mulbagal	Kolar	Karnataka	06-04-2010
		Avalamarakalagatta	Mulbagal	Kolar	Karnataka	06-04-2010
2	3345 12-12-2008	Chikkaguttahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Sangondahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Channapura	Mulbagal	Kolar	Karnataka	06-04-2010
		Urukuntemitturu	Mulbagal	Kolar	Karnataka	06-04-2010
		Minijenahalli	Mulbagal	Kolar	Karnataka	06-04-2010
3	1948 15-07-2009	Yadahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Ramachandrapura	Mulbagal	Kolar	Karnataka	06-04-2010
		Padakasti	Mulbagal	Kolar	Karnataka	06-04-2010
		Chitheri	Mulbagal	Kolar	Karnataka	06-04-2010

1	2	3	4	5	6	7
		Bandahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Minijenahalli	Mulbagal	Kolar	Karnataka	06-04-2010
4	912	Kasavuganahalli	Mulbagal	Kolar	Karnataka	06-04-2010
	29-03-2010	Mylapura	Mulbagal	Kolar	Karnataka	06-04-2010
		Puliobareddyhalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Sangondahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Padakasti	Mulbagal	Kolar	Karnataka	06-04-2010
		Kurubara Chadumanahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Channapura	Mulbagal	Kolar	Karnataka	06-04-2010
		Yadahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Urukuntemitturu	Mulbagal	Kolar	Karnataka	06-04-2010
		Minijenahalli	Mulbagal	Kolar	Karnataka	06-04-2010
		Bandahalli	Mulbagal	Kolar	Karnataka	06-04-2010
1	1282	Jayamangala	Bangarpet	Kolar	Karnataka	06-04-2010
	29-05-2008	Neelakantapura	Bangarpet	Kolar	Karnataka	06-04-2010
		Vadandahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Kamandahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Kanganalluru	Bangarpet	Kolar	Karnataka	06-04-2010
		Mavahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Nayakarahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Vatrakunte	Bangarpet	Kolar	Karnataka	06-04-2010
		Bavarahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Hudukula	Bangarpet	Kolar	Karnataka	06-04-2010
		Aniganahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Siddanahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Akshanatara Gollahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Mugalabele	Bangarpet	Kolar	Karnataka	06-04-2010
		Madamangala	Bangarpet	Kolar	Karnataka	06-04-2010
		Sulikunte	Bangarpet	Kolar	Karnataka	06-04-2010
2	3346	Jayamangala	Bangarpet	Kolar	Karnataka	06-04-2010
	12-12-2008	Kanganalluru	Bangarpet	Kolar	Karnataka	06-04-2010
		Kamandahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Mavahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Siddanahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Akshanatara Gollahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Mugalabele	Bangarpet	Kolar	Karnataka	06-04-2010
		Sulikunte	Bangarpet	Kolar	Karnataka	06-04-2010
		Neelakantapura	Bangarpet	Kolar	Karnataka	06-04-2010
		Mittamalahalli	Bangarpet	Kolar	Karnataka	06-04-2010
3	1947	Vadandahalli	Bangarpet	Kolar	Karnataka	06-04-2010
	15-07-2009	Mavahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Mugalabele	Bangarpet	Kolar	Karnataka	06-04-2010
4	913	Vadandahalli	Bangarpet	Kolar	Karnataka	06-04-2010
	29-03-2010	Kamandahalli	Bangarpet	Kolar	Karnataka	06-04-2010

1	2	3	4	5	6	7
		Mavahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Nayakarahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Vatrakunte	Bangarpet	Kolar	Karnataka	06-04-2010
		Bavarahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Aniganahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Akshanatara Gollahalli	Bangarpet	Kolar	Karnataka	06-04-2010
		Mugalabele	Bangarpet	Kolar	Karnataka	06-04-2010
		Sulikunte	Bangarpet	Kolar	Karnataka	06-04-2010
		Neelakantapura	Bangarpet	Kolar	Karnataka	06-04-2010
5	1278	Mittamalahalli	Bangarpet	Kolar	Karnataka	06-04-2010
	23-05-2008					
1	1283	Vadagere	Kolar	Kolar	Karnataka	06-04-2010
	29-05-2008	Swamyagalollahalli	Kolar	Kolar	Karnataka	06-04-2010
		Agraharasomarasanaahalli	Kolar	Kolar	Karnataka	06-04-2010
		Patna	Kolar	Kolar	Karnataka	06-04-2010
2	914	Agraharasomarasanaahalli	Kolar	Kolar	Karnataka	06-04-2010
	29-03-2010	Mittamalahalli	Kolar	Kolar	Karnataka	06-04-2010
1	1284	Karadagurky	Malur	Kolar	Karnataka	06-04-2010
	29-05-2008	Kuntanahalli	Malur	Kolar	Karnataka	06-04-2010
		Nakkanahalli	Malur	Kolar	Karnataka	06-04-2010
		Karangutta	Malur	Kolar	Karnataka	06-04-2010
		Nidharamangala	Malur	Kolar	Karnataka	06-04-2010
		Bhuvanahalli	Malur	Kolar	Karnataka	06-04-2010
		Kadasonnahalli	Malur	Kolar	Karnataka	06-04-2010
		Puramakanahalli	Malur	Kolar	Karnataka	06-04-2010
		Doddashivara	Malur	Kolar	Karnataka	06-04-2010
		Vadaganahalli	Malur	Kolar	Karnataka	06-04-2010
		Chikkashivara	Malur	Kolar	Karnataka	06-04-2010
		Doddakadathuru	Malur	Kolar	Karnataka	06-04-2010
		Nachohalli	Malur	Kolar	Karnataka	06-04-2010
		Lingapura	Malur	Kolar	Karnataka	06-04-2010
		Harohalli	Malur	Kolar	Karnataka	06-04-2010
		Madivala	Malur	Kolar	Karnataka	06-04-2010
		Chokkondahalli	Malur	Kolar	Karnataka	06-04-2010
		Hanumanayakanahalli	Malur	Kolar	Karnataka	06-04-2010
		Yeshavanthapura	Malur	Kolar	Karnataka	06-04-2010
		Thimmapura	Malur	Kolar	Karnataka	06-04-2010
		Anepura	Malur	Kolar	Karnataka	06-04-2010
2	3347	Nidharamangala	Malur	Kolar	Karnataka	06-04-2010
	12-12-2008	Kadasonnahalli	Malur	Kolar	Karnataka	06-04-2010
		Vadaganahalli	Malur	Kolar	Karnataka	06-04-2010
		Madivala	Malur	Kolar	Karnataka	06-04-2010
3	1946	Nakkanahalli	Malur	Kolar	Karnataka	06-04-2010
	15-07-2009	Nidharamangala	Malur	Kolar	Karnataka	06-04-2010

1	2	3	4	5	6	7
		Kadasonnahalli	Malur	Kolar	Karnataka	06-04-2010
		Puramakanahalli	Malur	Kolar	Karnataka	06-04-2010
		Yeshavanthapura	Malur	Kolar	Karnataka	06-04-2010
		Doddakadathuru	Malur	Kolar	Karnataka	06-04-2010
4	911 29-03-2010	Karadagurky	Malur	Kolar	Karnataka	06-04-2010
		Karangutta	Malur	Kolar	Karnataka	06-04-2010
		Nidharamangala	Malur	Kolar	Karnataka	06-04-2010
		Kadasonnahalli	Malur	Kolar	Karnataka	06-04-2010
		Puramakanahalli	Malur	Kolar	Karnataka	06-04-2010
		Chikkashivara	Malur	Kolar	Karnataka	06-04-2010
		Doddakadathuru	Malur	Kolar	Karnataka	06-04-2010
		Nachohalli	Malur	Kolar	Karnataka	06-04-2010
		Lingarura	Malur	Kolar	Karnataka	06-04-2010
		Harohalli	Malur	Kolar	Karnataka	06-04-2010
		Madivala	Malur	Kolar	Karnataka	06-04-2010
		Hanumanayakanahalli	Malur	Kolar	Karnataka	06-04-2010
		Yeshavanthapura	Malur	Kolar	Karnataka	06-04-2010

District : Bangalore Rural

State : Karnataka

Sl. No	S.O. No. and Date	Name of the Village	Taluk	District	State	Date of Termination of operation
1	2	3	4	5	6	7
1	1167 29-03-2010	Bommanabande	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Kajihosahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Banahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Paramanahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Tarabahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
2	3348 12-12-2008	Thindlu	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Tarabahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Devaragollahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
3	1949 15-07-2009	Kattigenehalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Devaragollahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
4	915 29-03-2010	Bommanabande	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Kajihosahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Banahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Paramanahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Tarabahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Devaragollahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
		Kattigenehalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010
5	1279 23-05-2008	Devaragollahalli	Hosakote	Bangalore Rural	Karnataka	06-04-2010

नई दिल्ली, 10 सितम्बर, 2010

का.आ. 2329.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 992, तारीख 12 अप्रैल, 2010, जो भारत के राजपत्र तारीख 17 अप्रैल, 2010 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में वाडीनार संस्थापन से मध्यप्रदेश राज्य में बीना तक कच्चे पेट्रोलियम उत्पादों के परिवहन के लिए वाडीनार-बीना पाइपलाइन परियोजना के माध्यम से भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 15 जून, 2010 को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केंद्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केंद्रीय सरकार में निहित होने के बजाए सभी विल्लंगमों से मुक्त, भारत ओमान रिफाइनरीज लिमिटेड में निहित होगा ।

अनुसूची

तहसील : बीना		जिला : सागर	राज्य : मध्यप्रदेश
क्र.सं.	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	सरगोली	17/2	0.310

[फा. सं. आर-31015/6/2008-ओ.आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 10th September, 2010

S.O. 2329.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas. Number S.O. 992 dated the 12th April, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in

Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 17th April, 2010 the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil through Vadinar-Bina Crude Pipeline Project from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh by Bharat Oman Refineries Limited.

And whereas, the copies of the said Gazette Notification were made available to the public on the 15th June, 2010;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said lands for laying the pipeline shall, instead of vesting in the Central Government, vests on the date of the publication of this declaration in Bharat Oman Refineries Limited, free from all encumbrances.

SCHEDULE

Tehsil : Bina		District : Sagar		State : M.P.	
S. No.	Name of Village	Survey No.	Are in Hectare		
1	2	3	4		
1.	Sargoli	17/2	0.310		

[F. No. R-31015/6/2008-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 10 सितम्बर, 2010

का.आ. 2330.—केंद्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 994, तारीख 12 अप्रैल, 2010, जो भारत के राजपत्र तारीख 17 अप्रैल, 2010 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में

वाडीनार संस्थापन से मध्यप्रदेश राज्य में बीना तक कच्चे पेट्रोलियम उत्पादों के परिवहन के लिए वाडीनार-बीना पाइपलाइन परियोजना के माध्यम से भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 14 जून, 2010 को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दा है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने के बजाए सभी विन्लिंगमों से मुक्त, भारत ओमान रिफाइनरीज लिमिटेड में निहित होगा ।

अनुसूची

तहसील : मोहनबड़ोदिया जिला : शाजापुर राज्य : मध्यप्रदेश

क्र.सं.	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	गोविन्दा	184/1	0.010
		184/2	0.010
		184/3	0.010
		175	0.060
		204 में से	0.084
		204 में से	0.180
		204 में से	0.084
		204 में से	0.096
		204 में से	0.084
		204 में से	0.096
		204 में से	0.120
		226 में से	0.108
		226 में से	0.072
		226 में से	0.096
		226 में से	0.076

1	2	3	4
1.	गोविन्दा	353 में से	0.096
		353 में से	0.120
		353 में से	0.150
		353 में से	0.120
		162 में से	0.075
		162 में से	0.096
		162 में से	0.105
		393	0.087
		369	0.060
		370/1	0.110
		346/3	0.054
		345	0.240
		342	0.144
		336/1	0.025
		336/2	0.025
2.	बरनाबद	1141	0.105
		1142	0.055
		1143	0.013
		1139	0.105
		1138	0.099
		58	0.053
		59	0.230
		60	0.290
		65	0.157
		56	0.026
		101	0.026
		107	0.035
		391/2	0.053
		404	0.180
		122	0.635
		130	0.032
		131	0.031
		214	0.111
		102	0.010
		211	0.033
		212	0.146
		224	0.150
		279/2	0.078

1	2	3	4
2.	बरनावद	279/1	0.083
		285	0.051
		252	0.014
		380	0.150
		389	0.150
		280	0.117
		390	0.060
		403	0.120
		406	0.020
		383	0.015
		391/1	0.087
		282	0.040
		283	0.090
		215	0.013
		405	0.020
		384	0.120
3.	वड़ौदी	331	0.055
		744	0.020
		738	0.020
		806	0.010
		737	0.020
		815	0.170
		850	0.250
		814	0.085
		897	0.010
		904	0.100
		905	0.020
		907	0.052
		320 में से	0.050
4.	मोहना	1446	0.300
5.	कडुला	1201	0.100
6.	डोकरगांव	406	0.23

[सं. आर-31015/23/2008-ओआर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 10th September, 2010

S.O. 2330.—Whereas by the notification of the Government of India, in the Ministry of Petroleum and Natural Gas, No. S.O. 994 dated the 12th April, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land)

Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 17th April, 2010 the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Crude Oil through Vadinar-Bina Crude Pipeline Project from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh by Bharat Oman Refineries Limited;

And whereas, the copies of the said Gazette Notification were made available to the public on the 14th June, 2010;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of this declaration in Bharat Oman Refineries Limited, free from all encumbrances.

SCHEDULE

Tehsil : Mohan Badodiya District : Shajapur State : M.P.

S. No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Govinda	184/1	0.010
		184/2	0.010
		184/3	0.010
		175	0.060
		204 p	0.084
		204 p	0.180
		204 p	0.084
		204 p	0.096
		204 p	0.084
		204 p	0.096
		204 p	0.120

1	2	3	4	1	2	3	4
1.	Govinda	226 p	0.108	2.	Barnawad	212	0.146
		226 p	0.072			224	0.150
		226 p	0.096			279/2	0.078
		226 p	0.076			279/1	0.083
		353 p	0.096			285	0.051
		353 p	0.120			252	0.014
		353 p	0.150			380	0.150
		353 p	0.120			389	0.150
		162 p	0.075			280	0.117
		162 p	0.055			390	0.060
		162 p	0.115			403	0.120
		393	0.087			406	0.020
		369	0.060			383	0.015
		370/1	0.110			391/1	0.087
		346/3	0.054			282	0.040
		345	0.240			283	0.090
		342	0.144			215	0.013
		336/1	0.025			405	0.020
		336/2	0.025			384	0.120
2.	Barnawad	1141	0.105	3.	Badodi	331	0.055
		1142	0.055			744	0.020
		1143	0.013			738	0.020
		1139	0.105			806	0.010
		1138	0.099			737	0.020
		58	0.053			815	0.170
		59	0.230			850	0.250
		60	0.290			814	0.085
		65	0.157			897	0.010
		56	0.026			904	0.100
		101	0.026			905	0.020
		107	0.035			907	0.052
		391/2	0.053			320 p	0.050
		404	0.180	4.	Mohana	1446	0.300
		122	0.035	5.	Kadula	1201	0.100
		130	0.032	6.	Dokargoan	406	0.23
		131	0.030				
		214	0.117				
		102	0.010				
		211	0.033				

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 19 अगस्त, 2010

का.आ. 2331.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 20/ 2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-2010 को प्राप्त हुआ था।

[सं. एल-12011/131/2006-आईआर(बी-II)]

पुष्पेन्दर कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 19th August, 2010

S.O. 2331.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20 of 2007) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 19-8-2010.

[No. L-12011/131/2006-IR (B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JAIPUR****PRESENT**

N. K. Purohit, Presiding Officer

I. D. No. 20/07

Reference No. 12011/131/2006-IR(B-II) dated : 28-5-2007

The General Secretary,
Union Bank Employees Union
49, Raghu Vihar Maharani Farm
Durgapura, Jaipur - 302018

V/s

The Regional Head
Union Bank of India
B-100, University Marg,
Bapu Nagar, Jaipur - 302105.

AWARD**29-7-2010**

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2 (A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial dispute to this tribunal for adjudication which is as under :—

“Whether the action of the Management of Union Bank of India through Chief Manager, Jaipur in awarding the punishment of lowering down of 2 stages in the pay scale and punishment of stoppage of next annual increment for a period of 6 months without cumulative effect under the same order against one charge of Shri Phool Chand Ghavri Sub-Staff is just and fair ? If not, what relief the workman is entitled to and from which date ?”

2. Pursuant to the receipt of the reference, the registered notices were issued to both the parties and on behalf of the bank its representative put his appearance before the Tribunal. The Acknowledgement receipt of the registered notice issued to the union has been received after service. On careful perusal of the record, it is found that the address of the union on the copy of notice is similar to that of address mentioned in the reference. Even the Central Government has issued the notice to the concerned union with the direction to file its statement of claim along with relevant documents, list of witnesses, but none has appeared on behalf of the union to file its statement of claim.

3. In present reference, the question under consideration is whether the action of the management of the bank in awarding the punishment of lowering down of stages in the pay scale and stoppage of next annual increment against the workman Shri Phool Chand Sub-Staff is justified ? The union has espoused the case of the workman. Initial burden to prove the alleged unjustified action of the management was on the union, but none has appeared on behalf of the union to file its claim despite service of notice. Since the union has challenged the legality of the action of the bank management, the burden lies upon it to prove the illegality of the alleged action, but the union has neither filed claim statement nor adduced any evidence. There is no material on record to adjudicate the reference on merit. It appears that the union is not willing to contest the case further. Thus, under these circumstances “No Claim Award” is passed.

4. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 19 अगस्त, 2010

का.आ. 2332. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ट्यूटोकोरिन पोर्ट ट्रस्ट के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 17/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-2010 को प्राप्त हुआ था।

[सं. एल-44011/2/2008-आईआर(बी-II)]

पुष्पेन्दर कुमार, डेस्क अधिकारी

New Delhi, the 19th August, 2010

S.O. 2332.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Tuticorin Port Trust and their workman, which was received by the Central Government on 19-8-2010.

[No. L-44011/2/2008-IR(B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 13th August, 2010

Present: A. N. Janardanan, Presiding Officer

Industrial Dispute No. 17/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Tuticorin Port Trust and their Workman)

BETWEEN

The General Secretary, : 1st Party/Petitioner
Tuticorin Port Mariners and
General Staff Union
Beach Road, Tuticorin - 628001

Vs.

The Chairman : 2nd Party/Respondent
Tuticorin Port Trust
Tuticorin - 4

APPEARANCE

For the Petitioner : M/s L.G. Sahadevan, Advocate

For the Management : M/s S. Yashwanth, Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-44011/2/2008-IR(B-II) dated 22-10-2008 referred the following Industrial Disputes to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the change in seniority of Sri A. Kandasamy, UDC from that of at S. No. 3 as published vide Order No. S-1/12/93-E.-II dated 22-07-1999 and

fixing the juniors over and above him in contravention to the Regulation -30 of Tuticorin Port Trust employees (Recruitment, Seniority & Promotion) regulations, 1979 as claimed by Tuticorin Port Mariners and General Staff Union is justified or not? what relief the workman is entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as I.D. 17/2009 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim, Counter and Rejoinder Statement as the case may be.

3. The contentions raised by the petitioner union in the Claim Statement briefly read as follows:

Thiru A. Kanthasamy had been promoted as UDC on ad-hoc basis w.e.f. 17-11-1990 on merit quota in the Tuticorin Port Trust as per order dated 17-11-1990. As per RS & P Regulations-32 ad-hoc appointments can be made for a period not more than 6 months at a time and the total period shall not exceed 1 year. The Port Management had made promotion to the post of UDC only on ad-hoc basis since Writ Petitions were pending before the Hon'ble High Court of Madras at that time. The Management had regularized the ad-hoc Promotions during the year 1999. In the case of Kanthasamy, the said promotion was regularized w.e.f. 24-06-1999 in the order of merit as per order dated 22-07-1999 alongwith other UDCs, junior to him. Thus his seniority order was S.No. 3. The competent DPC on 24-06-1999 had fully followed the Regulation -30(v) of TPTE (RS&P) Regulations in preparing year wise panel and fixed the seniority position of Kanthasamy at S.No.3 among S.Nos. 1 to 25 mentioned in the Claim Statement. Under the above regulation, the DPC that meets shall determine the actual number of regular vacancies which arose in each of the previous years immediately preceding the year of such a meeting of the DPC and the actual number of regular vacancies to be filled-up in the current year of the meeting separately, consider only those Officers who would be within the field of choice with reference to the vacancies of each previous year starting with the earliest year onwards and prepare a select list for each year placing the select list of the earlier year above the one for the next year and so on. Till 25-02-2002, there was no change in the seniority as circulated by Administration Order dated 22-07-1999. The High Court had passed judgments in certain Writ Petitions on the issue of filling-up of vacancies of UDC on merit quota. On that basis the Port Management had a review by DPC under which Port Management revised the seniority which was not in conformity with Regulation-30(v) of TPTE (RS&P) Regulations, 1979 though High Court had not provided for that. The Department on 25-02-2002 revised the seniority list of UDC as per which A. Kanthasamy was placed at S. No. 25 which is not in order and is in contravention to the regulations as well as High Court's order since he was

promoted as UDC on 17-11-1990 on merit quota, doing great injustice to him. The review DPC met on 25-02-2002 failed to maintain the revised panel and to note the date of occurrence of vacancy under Regulation- 30(v) and the date of promotion of A. Kanthasamy, both of which factors are very important for determining seniority, thus resulting in a major error disturbing seniority of Kanthasamy without valid reason. Kanthasamy should have been regularized against the regular merit vacancy occurred on 18-12-1990. His ad-hoc promotion was regularized w.e.f. 24-06-1999 in the same order of merit as per order dated 22-07-1999. The order of seniority circulated on 22-07-1999 revised on 25-02-2002 is in clear violation and deviation of Regulation-30(v), whereafter seniority of Kanthasamy became S.No. 25 from 3, thus placing juniors promoted even after 3 years of the promotion of Kanthasamy above him. The representations of Kanthasamy having been in vain, ID raised which failed and therefore the reference is occasioned. Based on a regularization order dated 22-07-1999 and a seniority list circulated as on 01-08-1999 Kanthasamy was placed as UDC in the same order of merit as on the date of promotion between Sri J. Asokan and Smt. P. Lingammal, S.No. 107 and S.No. 109 respectively in which the DPC met on 25-02-2002 failed to comply with the Regulation-30(v) of TPTE (RS&P) Regulations, 1979. After 12 years Port Management revised the seniority of UDC without considering the approved Recruitment Rules. Provisions relating to preparation of year wise panels, provisions if the DPC had not met for years together, available in the Regulation -30(v) of the TPTE Regulations, 1979 and placed him at S.No. 25. The dispute started after 12 years by the impugned seniority order dated 25-02-2002. 2002 DPC failed to follow Govt. order in revising the earlier DPC. In the 2002 DPC year wise panels had not been prepared, an essential provision in TPTE Regulations, 1979, when the DPC not met years together at the same time the mandatory provisions are followed in 7/1999 DPC. The 2002 DPC did not follow the DPC proceeding required under Section -30(v) of TPTE while implementing the judgment which does not contain specific instructions to place Kanthasamy at the bottom of seniority list. Remaining the date of promotion of Kanthasamy constant, rank of Kanthasamy in the seniority had been changed whereby his junior promotees became his seniors. In the seniority list dated 25-02-2002 rank at S. No.16 to S. No. 24 are juniors to Kanthasamy. Thus the Port Management has done a great error and injustice to Sri A. Kanthasamy which requires to be rectified. Hence the Administration Order dated 25-02-2002 revising the seniority against the order of promotion made is to be quashed and the seniority of Kanthasamy be restored to its original position as on 17-11-1990 in between Sri J. Asokan and Smt. P Lingammal as per Administration Order dated 22-07-1999 and further to provide him subsequent promotions w.e.f. the date on which his immediate junior was promoted.

4. The Counter Statement contentions briefly read as follow :

The claim petition is not maintainable on law or facts and is to be dismissed in limine. The order dated 17-11-1990 promoting Kanthasamy as UDC was on ad-hoc basis under merit quota without referring to DPC. It was specifically mentioned that the ad-hoc promotion order was issued subject to review with reference to the revision of the High Court in Writ Petition No.17390 of 1990 and 27289 of 1990 filed against the promotion. During 1990 to 1999, 43 ad-hoc promotions were made due to pendency of 3 writs viz. WMP No. 27298 of 1990, 17390 of 1990 filed by K. Raghupathy, WMP No. 37686 of 1993 in WP No. 2285 of 1993 by P. Murugan and Sri S. Peter Ponraj and WMP No. 32393 of 1993 in WP No. 2693 of 1993 By Sri V. Govindasamy. Tuticorin Port Mariners and General Staff Union represented that due to non-regularization of ad-hoc services of UDC deprived them right of option for fixation of pay. The Legal Advisor, Ports by letter dated 15-02-1999 conveyed that the Recruitment Rules for UDC having been amended on a ratio of 3:1 services of the employees can be regularized from the date of promotion subject to the condition that seniority in the promotion post will be determined as per the orders in the Writ Petitions. The matter was therefore proposed to be done accordingly. The DPC constituted which met on 24-06-1999 reviewed all promotions against merit quota made without reference to DPC and recommended to regularize 36 UDCs including A. Kanthasamy w.e.f. 24-06-1999 subject to review on disposal of Writ Petitions. As regularized w.e.f. 24-06-1999 as per order dated 22-07-1999 Kanthasamy was S.No. 3. On the disposal of the 3 Writ Petitions in 2001 review was to be made from 1986 to 2001 in view of the judgment of the High Court to continue the employees in UDC, promotions made against the vacancies in the ratio of 1:1 i.e. 50% by promotion on the basis of seniority-cum-fitness and 50% by limited departmental competitive examination among LDC till 1987. The constituted review DPC which met on 19-01-2002, 24-01-2002 and 05-02-2002 reviewed the cases according to Government instructions issued on 04-11-1992 as per which persons recruited or promoted initially on a temporary basis and confirmed subsequently in an order different from the order of merit indicated at the time of their appointment seniority would be determined by the order of merit indicated at the time of initial appointment and not according to the date of confirmation. The committee had taken into account approved Recruitment Rules, sanctioned strength of UDC, details of vacancies, shortfall in the post of UDC and 25% examination quota as in the recruitment Rules and the interse seniority of the UDC, promoted during the year assigned with reference to their interse seniority in the feeder LDC as per Court's Order No. S-2/86-E dated 13-07-1987 alongwith the confirmation made by the Chairman on 11-09-1988 and as per the instructions in

Department of Personnel and Training, New Delhi OM No. 20011/90-Estt. (D) dated 04-11-1992 reviewed the promotions and made recommendations. Thus seniority of Kanthasamy was fixed at S. No. 25 as per order dated 25-02-2002. Year wise panels from the years 1990 to 1999 were not prepared in respect of ad-hoc promotions of 43 UDCs due to the pendency of cases. It was not appropriate to prepare year wise panel due to pendency of cases in High Court with a view to avoid complications. The review DPC meetings held on 19-01-2002, 24-01-2002 and 05-02-2002 were to review cases and regularize ad-hoc promotion of UDC in the year 2001 itself. As per general principles to determine the inter se seniority, seniority of eligible persons for promotion shall be the same as the relative seniority in the lower grade from which they are promoted. Review DPC on 25-02-2002 recommended regularization of 25 UDCs promoted against merit quota and determined the seniority of A. Kanthasamy at S. No. 25 based on his LDC rank as on 01-04-1983 and purely based on merit indicated at the time of initial appointment and not according to confirmation. Hence placing Kanthasamy at S.No. 25 by the duly constituted DPC as per the instructions dated 04-11-1992 is just and in order. As per the guidelines issued vide DoPT's OM 22034/3/2007-Estt.(D) dated 11-07-2007 judicial review of DPC proceedings conducted as per Govt. Standing Instructions and Rules is not warranted. Revision of seniority already determined therefore could not be accede to. The claim is to be dismissed.

5. The contentions raised in the Rejoinder Statement over and above those in the Claim statement are as follows :

The pending Writ Petitions were not regarding seniority of UDC but were relating to ratio promotion between merit quota and seniority quota. The workman having been promoted under merit quota on the basis of mark obtained in examination the basis of seniority of LDC is not sustainable. There was no necessity to review the seniority in UDC with reference to that in LDC as on 01-04-1983 since OM dated 04-11-1992 is applicable from the date of issue from viz. 04-11-1992. Therefore seniority of workman in UDC has to be fixed on the basis of seniority list of LDC as on the date of promotion of the workman i.e. the seniority list of LDC as on 01-04-1990. Therefore fixing seniority on the basis of seniority list of LDC as on 01-04-1983 for the promotion on 17-11-1990 is not based on rules. The instructions dated 04-11-1992 are not applicable to the present case. While there is a finalized seniority list of LDC as on 01-04-1990 how the seniority list as on 01-04-1983 of LDC could be taken ? As per OM dated 04-11-1992 past cases could not be re-opened and the DPC is accordingly in error. DPC had not followed Regulation-30(v) TPTE (RS&P) Regulations and prepared year wise panels for the promotions for the years 1990 to 1999. Ports order dated 13-07-1987 No. S-2/8/86. E.II is superseding the Regulation-30(v) for which port Management has no

power. For amendment Board has to approve and get it published in the Official Gazette. Judicial review of the DPC proceedings already conducted in accordance with Standing Government Instructions and Rules is warranted as per OM No. 22034/3/2007-Estt. (D) dated 11-04-2007. Judicial review does not arise only if DPC proceedings are conducted in accordance with Govt. Instructions and Rules. In the case of workman DPC itself had not been constituted in accordance with Regulation-29 of TPTE (RS&P) Regulations, 1979 for which Class-III DPC is to be constituted. The DPC constituted on 05-02-2002 had not followed government instructions relating to preparing revised panels, if the DPC had not met years together and implemented the OM dated 04-11-1992 retrospectively which is not advisable according to the OM itself. So much so, judicial review is the only alternative. DPC applied OM dated 04-11-1992 applicable only after 04-11-1992 retrospectively and considered seniority list of LDC as on 01-04-1983 wrongly changing the position of workman to his peril. DPC met on 24-06-1999 followed the guidelines and cannot be questioned. Hence the claim.

6. The evidence consists of the evidence of WW1 and Ex.W1 to Ex.W11 on the Petitioner's side and the evidence of MW1 and Ex. M1 to Ex.M9 on the Respondent's side.

7. Points for consideration are :

(i) Whether the change in seniority of workman/UDC from that at S.No. 3 as per order dated 22-07-1999 and fixing the juniors above him in contravention to the Regulation-30 of the Tuticorin Port Trust Employees (Recruitment, Seniority and Promotion) Regulations, 1979 is justified or not ?

(ii) To what relief is the concerned workman is entitled ?

Points (i) and (ii) :

8. Perused the written arguments submitted by the Petitioner's learned counsel and heard the oral arguments advanced on behalf of the Respondent. Also perused the records and documents. The arguments on behalf of the petitioner advanced in consonance of and consistent with the pleadings and the supporting documents produced are that till 25-02-2002 there was no change in the order of seniority as per the circulated administration order dated 22-07-1999. The impugned revision of seniority by the Management is not in accordance with Regulation-30(v) TPTE (RS&P) Regulations, 1979. The review DPC that met on 25-02-2002 ignored the date of occurrence of vacancy as required under Regulation-30(v) and date of promotion of the workman which was vital in the matter of fixation of seniority. The ad-hoc promotion of workman on 17-11-1990 regularized w.e.f. 24-06-1999 as per order dated 22-07-1999 is valid. The revision of seniority on 25-02-2002 is in violation of Regulation-30(v) TPTE (RS&P) Regulations

by which rank of seniority of Kanthasamy was lowered from 3 to 25 in which his juniors are ranked above him. The DPC of 24-06-1999 is proved valid and competent in terms of its constitution which considered the relevant rules in the matter of seniority and promotion and which also took into account all the relevant matters for consideration. In that DPC Kanthasamy was given the appropriate rank at S. No. 3 in between Sri J. Asokan, UDC and Smt. P. Lingammal, UDC respectively at S.No. 107 and 109. The 2002 DPC was incompetent from the point of view of constitution as well as on the fact that the same failed to follow the relevant government orders in revising the earlier DPC or the Regulation under 30(v) TPTE (RS&P) Regulations, 1979. The judgments of the High Courts in various Writ Petitions do not contain specific instructions regarding seniority. The Management is thus in error in granting a lower rank to the workman. In fact the Writ Petitions were not regarding seniority question but were regarding ratio aspect of promotions inter se different categories. The promotion of the workman was also on the merit quota against seniority -cum-fitness quota. Circular of Government date 04-11-1992 cannot be applied retrospectively. The application of seniority list of LDC as on 01-04-1983 as the basis while there is finalized seniority list of LDC as on 01-04-1990 is also not called for under the rules. The Management has no power to supersede Regulation-30(v) TPTE (RS&P) Regulations except in accordance with the law and procedure established by law with amendment of the regulation and the approval of the Board and consequent publication in the Official Gazette. Judicial review is warranted in cases where DPC proceedings are conducted not in accordance with government instructions and rules. The DPC which revised the seniority is not one constituted in accordance with Regulation-29 of TPTE (RS&P) Regulations, 1979 which provides for a Class-III DPC to be constituted with a chairman and 3 other members whereas the DPC that met on 25-02-2002 was not so. In such a case a judicial review is the only alternative. The DPC that met on 24-06-1999 is not to be superseded by the subsequent one and the proceedings passed by the former are to prevail.

9. The arguments of the learned counsel for the Respondent are that the ad-hoc promotion given to workman was subject to review and the seniority is to be determined on the basis of merit indicated at the time of initial appointment and not according to the date of confirmation. There is no discrimination against Kanthasamy. He relied on the decision of the Supreme Court in *State of Mysore Vs. C.R. Seshadri and Others* (1974-4-SCC-308), *State Bank of India and Others Vs. Mohammad Mynuddin* (1987-4-SCC-486), both of which lay down that in absence of allegations of malafides, bias, arbitrariness, interference in the decision of the DPC is not called for. These decisions have no application to the facts of this case. Here the challenge is not against decision of

DPC as such but is against the 2 inconsistent decisions of two DPCs. In the case on hand there is no allegation of malice, bias or arbitrariness against the DPC held subsequently revising the seniority and assigning a lower rank to the workman which is not suited to him. Still it is well brought out that the said DPC was not a properly constituted one but was one which did not act according to the relevant rules and directions of the Govt. So as to be able to supersede the proceedings and decision taken by the earlier DPC which was in order in terms of its constitution as well as the legal manner and procedure in which it held the proceedings and passed the resolutions. The change effected in the seniority of Kanthasamy from that at S. No. 3 as per order dated 22-07-1999 and fixing the juniors over and above him in contravention to the Regulation-30(v) TPTE (RS&P) Regulations, 1979 is not justified. Therefore, the workman is entitled to succeed in his claim for quashing the revision of his seniority in the Grade of UDC issued by the Administration Order No. S-36/3/93/E-II(I) dated 25-02-2002 and to have his seniority restored as UDC in his original position as on 17-11-1990 in between Sri J. Asokan, UDC and Smt. P. Lingammal, UDC as per Administration Order No. S-1/12/93.E.II dated 22-07-1999 and for subsequent promotions w.e.f. the date on which his immediate junior was promoted. The Respondent Management is given a direction accordingly.

10. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th August, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:—

For the I Party/Petitioner	:	WW1. Sri D. M. Stephen Fernando
For the II Party/Management	:	MW1, Sri S. P. Mohan Kumar

Documents Marked :

From the Petitioner's side

Ex.No.	Date	Description
Ex.W1	-	Photostat copy of Port Trust Regulation
Ex.W2	13-07-2007	Photostat copy of Proceedings of Chairman in No. S2/8/86-E1
Ex.W3	17-11-1990	Photostat copy of Order of Promotion as Upper Division Clerk
Ex.W4	04-11-1992	Photostat copy of circular of Government of India, Department of Personnel and Training, Office Memorandum No. 20011/5/90-Estt. (D)

Ex.W5	24-06-1999	Photostat copy of Minutes of Departmental Promotion Committee
Ex.W6	22-07-1999	Photostat copy of Regularization Order
Ex.W7	22-11-2000	Photostat copy of the Order in WP No. 20693 of 1993
Ex.W8	15-02-2001	Photostat copy of the Order in WP No. 17390 of 1990
Ex.W9	19-10-2001	Photostat copy of the Order in WP No. 20285 of 1993
Ex.W10	05-02-2002	Photostat copy of Minutes of the Review Meeting held on 19-01-2002, 24-01-2002 and 05-02-2002
Ex.W11	25-02-2002	Photostat copy of the Revised order of seniority

From the Management's side

Ex.No.	Date	Description
Ex.M1	01-4-1983	Copy of the seniority List of LDC as on 01-04-1983
Ex.M2	13-07-1987	Corrigendum issued by the Respondent in respect of fixing seniority in the grade of UDC
Ex.M3	17-11-1990	Copy of Port's Order appointing Sri A. Kandasamy as UDC on adhoc basis
Ex.M4	4-11-1992	Copy of the DoPT's OM No. 2011/5/90-Estt. (D) dated 04-11-1992
Ex.M5	24-6-1999	Copy of the Minutes of the Meeting of the DPC for regularization of adhoc promotion made to the grade of UDC
Ex.M6	22-07-1999	Copy of the order of regularization of adhoc promotees made to the grade of UDC with effect from 24-06-1999
Ex.M7	22-11-2000	Copy of the order passed in WP 20693 of 1993
Ex.M8	15-02-2001	Copy of the order passed in WP 17390 of 1999
Ex.M9	25-02-2002	Copy of the Port's order No. S-36/3/93-Estt.II (I) revising the seniority list of UDC's

नई दिल्ली, 19 अगस्त, 2010

का.आ. 2333.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकता के पंचाट (संदर्भ संख्या 14/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-2010 को प्राप्त हुआ था।

[सं. एल-12011/116/2006-आईआर(बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 19th August, 2010

S.O. 2333.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14 of 2007) of the Central Government Industrial Tribunal/Labour Court Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workmen, which was received by the Central Government on 19-8-2010.

[No. L-12011/116/2006-IR (B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Reference No. 14 of 2007**

Parties : Employers in relation to the management of UCO Bank

AND

their Workmen

Present : Mr. Justice Manik Mohan Sarkar, Presiding Officer

Appearance :

On behalf of the Management : None

On behalf of the Workmen: None

State : West Bengal

Industry : Banking

Dated : 9th July, 2010

AWARD

By Order No. L-12011/116/2006-IR (B-II) dated 01-05-2007 the Government of India, Ministry of Labour in exercise of the powers under Section 10 (1) (d) and (2A) referred the following dispute to this tribunal for adjudication :

"Whether the action of the Management of UCO Bank by not regularizing Shri Swapan Mondal, Part time sweeper who claimed to have been working for more than 6 years continuously in UCO Bank is justified ? If not, what relief the concerned workman is entitled to ?"

2. When case is called out today, none is present on behalf of either of the parties. It appears from record that none also appeared on earlier date, i.e. 09-06-2010. It further appears from record that A.D. Card has been received after service of the notice upon the management as it was noted in the order of the said date. The workmen's

association is still absent today and no A.D. Card has been received back after service of notice upon it. The notice upon the workmen's association is found to have been issued under Registered Post with A.D. on 13-05-2010 and it was sent to the address as mentioned in the order of reference. Thus, the service of notice is treated to have been done even after non-receipt of A. D. Card.

3. The conduct of the workmen's association representing the concerned workman both on the last date as well as today is found to be reluctant to come before the Tribunal to proceed with the present reference which was initiated at the instance of the said association as it appears from the order of reference.

4. In the circumstance, it is presumed that the workmen's association is not interested to proceed with the present reference for reasons best known to it though the reference is in respect of a single workman, namely, Shri Swapan Mondal, Part-time Sweeper and his claim for regularization was espoused by the said association which the management Bank denied.

5. Since the workmen's association is not present to place its claim, it is presumed that the claim is not subsisting now. Accordingly, the present reference is disposed of by treating non-prosecution by the workmen and a "No Dispute" Award is passed.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer
Dated, Kolkata,
The 9th July, 2010

नई दिल्ली, 19 अगस्त, 2010

का.आ. 2334.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ़ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (संदर्भ संख्या 48/ 2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-2010 को प्राप्त हुआ था।

[सं. एल-12011/13/2006-अवकाश(बी-1)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 19th August, 2010

S.O. 2334.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (No. 48 of 2006) of the Central Government Industrial Tribunal-Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 19-8-2010.

[No. 12/2011/13/2006-IR(B-II)]

PUSHPENDRA KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-LABOUR COURT, JAIPUR PRESENT

N. K. Purohit, Presiding Officer

I. D. No. 48/06

Reference No. 12-11/13/2006-IR(B-II) dated: 14-6-2006

The Regional Secretary
Bank of Baroda Karamchhari Union
C/o BOE, D-38 Ashok Marg,
Ahinsha Circle, Jaipur - 302001.

V/s

The Asstt. General Manager
Bank of Baroda, Regional Office,
Anand Bhawan, 4th Floor, S.C. Road, Jaipur.

AWARD

29-7-2010

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2 (a) of Section 10 of the Industrial Disputes act 1947 has referred the following Industrial dispute to this tribunal for adjudication which is as under :-

"Whether the action taken by the Management of Bank of Baroda awarding the punishment vide letter dated 29-3-2004 to Shri Ram Pratap Meena, then Cashier Nagpur Fort Branch presently posted at Karauli is legally correct and justified? If not, what relief the employee is entitled to and from which date?"

2. Pursuant to the receipt of the reference, the registered notices were issued to both the parties. On behalf of the bank its representative put his appearance on 5-2-2007 but the workman did not appear on the said date. Later on the post of the Presiding Officer remain vacant till August, 2009. Therefore, on 7-12-2009 order was passed to issue from notices to the parties. The representative on behalf of the bank put his appearance before this Tribunal on 22-1-2010. On careful perusal of the record, it is found that the acknowledgement receipt of the registered notice issued to the Regional Secretary of the Union has been received after service and the address at which the copy of notice is similar to that of mentioned in the reference. Even the Central Government has issued the notice to the concerned union with the direction to file its claim along with relevant documents but none has appeared on behalf of the union to file its claim statement.

3. In present reference, the question under consideration is whether the action of the Bank in awarding the punishment to the workman Sh. Ram Pratap Meena is justified?

4. Since the union has espoused the case of the workman & has challenged the action of the bank's management, the burden was upon the union to prove the

illegality of the alleged action but despite of the service of registered notice, none has appeared on behalf of the union to file claim statement. Resultantly, no material could be placed before the Tribunal to adjudicate the matter on merit. It appears that the union is not willing to contest the case further. Under these circumstances "No Claim Award" is passed in this matter.

4. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 19 अगस्त, 2010

का.आ. 2335.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कृन्तन बैंक ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार के औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 62/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-2010 को प्राप्त हुआ था।

[सं. एल-12012/79/97-आईआर(बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 19th August, 2010

S.O. 2335.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/98) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 19-8-2010.

[No. L-12012/79/97-IR (B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 62 of 98

Between

Sri P. K. Tiwari,

Vice President

Union Bnk Staff Association,

3/192, Viram Khand, Gomti Nagar,

Lucknow

And

The General Manager,

Union Bank of India

Zonal Office

Sharda Tower II floor,

Kapoorthala Complex,

Aliganj,

Lucknow.

AWARD

1. Central Government, MOL, New Delhi, vide notification No. L-12012/79/97-IR (B-II) dated 03-04-98,

has referred the following dispute for adjudication to this tribunal -

2. Whether the action of the management of Union Bank of India in awarding punishment of stoppage of one increment with cumulative effect etc, to Sh. Ram Baran clerk cum cashier at their Sultanpur Branch U. P. vide their order No. ROM/ENQ/2080/96 dated 27-05-96 is legal and justified? If not, to what relief the workman is entitled?

3. Brief facts are that it is an admitted fact that Sri Ram Baran Singh was working as clerk cum cashier with Union Bank of India. It is stated that he was earlier posted at Ghazipur Degree College Branch of the Bank and had nothing to do with the business of Currency Chest at Ghazipur. He hails from Kanpur, his wife was posted at Sultanpur a service of U.P. govt. and he applied for his transfer to Sultanpur. Sri K R Rahmani was the Regional Officer of the Bank at the relevant time and because of his prejudices with majority and recognized state union, he was tempering minority union at Ghazipur Region. So he was trying to falsely trap the accused workman on the one score or the other. In furtherance of this object only issue of transfer order he has couched hatched a conspiracy against the workman and on 28-9-94 asked the workman to accompany with treasure of Rs. 21 Crore which was being remitted to the Currency Chest SBI at Ranjhi at Zabalpur from the currency chest of Ghazipur. As he was neither deployed in the Ghazipur Currency Chest nor at the parent branch Ghazipur nor at Regional Office, he should not have been asked for the above assignment as per system except in the case of exigency. As there was a conspiracy to place the workman under suspension on his mere objection to the said unjust and unreasonable instruction, the workman had no options but to obey the orders. As per rule the treasure was kept under triple arrangement at the currency chest SBI Ranjhi, District Madhya Pradesh and the third set kept was handed over to the workman. Workman being Potdar accompanying the treasurer cannot leave Ranjhi till the entire cash was counted and a final receipt was obtained as required. Before the arrival of the treasurer from Ghazipur three other remittances from three other currency chests reached Ranjhi Currency Chest. Authorities of the Currency Chest at Ranjhi started counting on first come first serve basis and the workman had to wait till for his turn. The mother of the workman was seriously ill at Kanpur and due to his deployment he could not visit her. Workman remained at SBI Ranjhi till 23-3-95 when he was given final receipt in form G and was officially released for reporting at Ghazipur. On being relieved he made his leave application and proceeded for Kanpur to see his ailing mother and after reavailing leave he reported at Ghazipur on 30-03-95 when he was relieved for Sultanpur Branch. Sultanpur branch of the bank is under administrative control of AGM Regional Office, Kanpur and the Regional Manager of Regional Office Ghazipur is junior to his counterpart of Kanpur in rank also. There are nine different regions in the state. The General Manager, Lucknow, oversees the work of all the nine regional offices functioning in the State of U. P.

4. Regional Manager Regional Ghazipur of the bank by shooting his administrative jurisdiction unauthorizedly issued an absurd and none sense show cause notice dated 12-05-95 to the workman calling for his explanations on the counts for which he was not responsible. He submitted his reply on which some sitting in the Industrial Relation Department Central Office Mumbai of the Bank proclaiming himself as disciplinary authority issued a charge sheet dated 19-12-95, against the workman and appointed Sri A. K. Pujara the then Deputy Manager (P) Regional Office Meerut to conduct the inquiry against the workman and to impose the punishment in utter disregard to the provisions of service conditions. Shri Pujara called the workman at Faizabad on 17-04-96 and asked him to admit the charges threatening him for dire consequences. As he has not committed the alleged misconduct he refused to oblige Sri Pujara. Thereafter on 21-05-96, the inquiry was unauthorizedly and illegally committed at Varanasi. He alleged that he had objected on the inquiry proceedings mainly on the following points—

- a. Unauthorized/without authority
- b. Biased/Prejudice
- c. Loss of Faith
- d. None application/closed mind.

5. He alleged that the enquiry officer had not given him proper opportunity. Personal hearing was granted in the absence of defense representative Sri P. K. Tiwari. So called enquiry officer/disciplinary authority unauthorizedly and illegally imposed the punishment of stoppage of one increment with cumulative effect and censure vide memorandum dated 27-05-96. The workman also preferred an appeal but the appellate authority being part of sadistic and vindictive management of the bank set over the appeal of the workman. The appellate authority summarily dismissed the appeal on 23-09-96 when the matter was pending before the ALC @ Allahabad for conciliation proceedings. The conciliation proceedings were ended in failure therefore; the matter was referred to GOI for reference.

6. The claimant has disclosed the aversions regarding without authority in Para 52 of the claim statement alleging that the present charge sheet vis-a-vis the appointment letter of EO-cum-DA and MR have been issued by someone sitting in industrial Relation Department Central Office sans disclosing his identity and without due and proper authority from the Principle Officer as required under clause 19.14 of BPS as amended and modified by clause 3(b) of BPS dated 31-10-89. He has also disclosed the grounds regarding non application of mind in Para 53.1 to 53.15. He has also alleged the basic error which has been committed by the enquiry officer/disciplinary authority in Para 55 (1) of the claim statement.

7. Therefore, he prayed that the charge sheet inquiry proceedings, finding including the order of punishment and the order of the appellate authority be set aside exonerating of the charges levelled against him with all the consequential benefits.

8. Opposite party has filed written statement. It is alleged by them that the reference order is bad in law. There is no cause of action to the claimant. Reference order is void and bad in eye of law. There is no industrial dispute. It is stated that Sri Ram Baran Claimant was issued a charge sheet dated 19-12-95 mentioning the misconduct detailed in memo dated 12-5-95, which mentions the gross and minor misconduct of the claimant as stated in Para 7 of the written statement. The enquiry officer conducted the inquiry thoroughly ; the management witness was also cross examined by the defense. The inquiry officer has given opportunity to the employee for defending his case but the charge sheeted employee submitted to the enquiry officer that they do not want to examine any witness nor they want to tender any defense representation and closed evidence. The inquiry held and concluded after hearing oral arguments. The enquiry officer made the initial finding date 23-5-96 and final finding dated 27-5-96.

The misconducts were held proved and punishment imposed is as under

Gross misconduct

- (i) Doing acts prejudicial to the interest of the bank
- (ii) Willful insubordination.

9. For both the acts the punishment imposed was stoppage of one increment with cumulative effect, for minor misconduct censure was imposed.

10. Thereafter he made an appeal, being devoid of a merit which was rejected. Union Bank Staff Association moved before the ALC @, Allahabad, but conciliation proceedings ended in failure. It is stated that all the concerned officers are fully known and there is no question of not knowing the identity of the concerned officers of the management. Management acted fully in accordance with laws and rules of natural justice in the matter. It is stated that the finding of the enquiry officer are neither perverse nor objectionable. It is therefore, prayed that the claim statement be rejected.

11. Both the parties have filed documentary evidence. Opposite party has adduced oral evidence also. He has adduced one witness Sri A.K. Pujara M.W. I.

12. Claimant has filed 5 documents vide list dated 8-08-03. These documents are Union Bank of India Original Memorandum dated 19-12-95, dated 23-5-96, 27-05-96 along with its enclosure. Appeal preferred by workman, Union Bank of India letter dated 24-9-96. They have also filed documents vide list dated 18-09-03. These are memorandum dated 12-05-95, in original, carbon copy of applicants letter dated 30-06-95.

13. Opposite party has filed original enquiry proceedings. There are 53 documents. these documents are copy of ZO Lucknow dated 24-9-96, copy of appeal, copy of appellate order, copy of IR Division, copy of memo issued by RO Meerut to Sri Ram Baran, copy of final order passed by the enquiry officer dated 27-5-96 copy of proceedings of inquiry, copy of IR Division issued to Sri A.K. Pujara, and other letters issued by the opposite party

in favour of Sri Ram Baran, copy of exhibits M-7 to M-22, copy of exhibit D-1 to D-5. There are other letters filed by the opposite party along with the list of documents. I will discuss all these relevant documents during my discussion.

14. Heard the arguments and perused the record.

15. It is the contention of the authorized representative for the workman that according to the circulars and schedule the disciplinary authority in the case as provided in the schedule is Branch Manager under whom the employee is working or authority above the branch manager or Assistant Suptd in Zonal office or authority above Asstt. Suptd in ZO or Personal Officer/ Suptd in the Department of Personnel and Central Office/authority above Superintendent of personal and Central Office/ authority above superintendent of personal and Central Office. These authorities are for the officials/staff working in the branch/extension counters. This fact has not been disputed by the opposite party also.

16. Now the question arises as to who can be the disciplinary authority in the present case. It is contended by authorized representative for the workman that the charge sheet has been issued by the disciplinary authority and is paper no. 27/1. It has been issued by the Industrial Relation Department Central Office. The Central Office is at Mumbai which fact has also not been disputed. It is contended that there is no designation of the disciplinary authority, there is no name, identity could not be established who is issuing the charge sheet in the name of disciplinary authority. For a moment if this charge sheet is accepted that it has been issued by the disciplinary authority as claimed by the opposite party it states that Sri Ram Baran is informed that memorandum dated 12-05-95 issued to him by Regional Office Ghazipur will form part of this charge sheet. It further states that Sri Ram Baran is informed that a departmental inquiry into the aforesaid misconduct will be held by Sri A K Pujara. Dy. Manager (P) Regional Office, Meerut. The date time and venue of inquiry will be intimated to Sri Ram Baran in due course. This charge sheet is dated 19-12-95. There is a letter Ext. M-1 filed by the opposite party appointing Sri A. K. Pujara as the enquiry officer. It is also written in this letter that he shall complete the inquiry within three months and monthly progress report of the inquiry will be sent to the disciplinary authority. Both these letters charge sheet as well as paper M-1 nowhere gives the power of disciplinary authority to Sri A K Pujara.

17. Now this is a fact that Sri A K Pujara has passed the punishment order against the CSE vide his order no. 2080-96-dated 27-05-96 as inquiry officer/disciplinary authority.

18. Now the question arises whether there can be two disciplinary authorities at a single time. My answer is "no", because it is against the principle of administrative laws as well as principles of natural justice. Head office has not delegated his powers to Sri A K Pujara to become a disciplinary authority. Moreover, according to the schedule only the branch manager or the authority above in rank can be designated as disciplinary authority. It is the

contention of the opposite party that Sri A. K. Pujara was the personnel officer in the Department of Personnel at Central Office, does not carry any weight. Firstly, Sri A. K. Pujara is not posted at Central Office at that time and he was posted at Regional Office Meerut. Moreover the person should be of the rank of branch manager and above. A.R. of the claimant has drawn my attention towards clause 14 of First Bipartite Settlement dated 19-10-66, which state that the Chief Executive or principal officer in India of a bank or alternate officer at the head office or principal office appointed by him for the purpose shall decide which officer shall be empowered to hold inquiry and take disciplinary action in the case of each office or establishment. As such now only one officer can be authorized by Chief Executive Officer to act as disciplinary authority of the workman. Therefore, in the present case the Chief Executive Officer has no where appointed Sri A. K. Pujara Dy. Manager below the rank of branch manager as disciplinary authority. It is also contended that the memorandum dated 12-5-95 issued by Regional Manager of Regional Office Ghazipur has no locus standi. It is stated that the charge sheet issued by disciplinary authority though not identifiable cannot be further redelegate his power to another disciplinary authority. It is contended that Dy. Manager (P) Sri A.K. Pujara Meerut is an authority not below the rank of AGM but also below the rank of Branch Manager of Sultanpur branch. Therefore, has got no locus standi to act as disciplinary authority in the case.

19. Therefore, I have considered the whole record and heard the arguments.

20. Opposite party has produced Sri A K Pujara as witness M.W.1. he has not shown any authority as to from whom he attained the power to act as a disciplinary authority. Auth. Representative for the claimant has given him a suggestion that he has wrongly been appointed as a disciplinary authority. It was the duty of Sri Pujara to submit his findings before the competent disciplinary authority, which he failed and over stepped into the shoes of disciplinary authority.

21. Therefore, the charge sheet dated 19-12-95 which does not identify the disciplinary authority stands vitiated. Not only on this ground but on this ground also that there cannot be two disciplinary authorities at the same time. Similarly the punishment order passed by Sri A K Pujara assuming himself to be the disciplinary authority does not hold good in the eye of law as punishment order, which is void, therefore, this punishment order also stands vitiated and deserves to be quashed. When punishment order is quashed question of passing order by the appellate authority does not arise and that too is hereby set aside.

22. Therefore, the order dated 27-05-96 is not legal and justified and therefore, reference is decided in favour of claimant and against the opposite party.

Dated: 10-08-2010

RAM PARKASH, Presiding Officer

नई दिल्ली, 19 अगस्त, 2010

AWARD

का.आ. 2336.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 68/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-08-2010 को प्राप्त हुआ था।

[सं. एल-12012/89/2007-आई आर (बी-II)]

पुष्पेन्दर कुमार, डेस्क अधिकारी

New Delhi, the 19th August, 2010

S.O. 2336.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Indian Bank and their workman, which was received by the Central Government on 19-08-2010.

[No.L-12012/89/2007-IR(B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 12th August, 2010

Present : A. N. JANARDANAN, Presiding Officer**Industrial Dispute No. 68 of 2007**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workman)

BETWEEN

Sri D. Chandrasekhar : Petitioner/I Party

Vs.

The General Manager (IED) : Respondent/II Party
Indian Bank Personnel
Department
Head Office, 66, Rajaji Salai
Chennai-600001

APPEARANCE

For the Petitioner : M/s. K. M. Ramesh

For the Management : M/s T.S. Gopalan & Co.

The Central Government, Ministry of Labour vide its Order No. L-12012/89/2007-IR(B-II) dated 24-10-2007 referred the following industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Indian Bank, Chennai in imposing the penalty of “be discharged from service with superannuation benefits and without disqualification from future employment” on Sri D. Chandrasekhar is legal and justified? If not, to what relief is the workman entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as I.D. 68/2007. Pursuant to notice both parties entered appearance through advocates and filed their Claim and Counter Statement as the case may be.

3. In the Claim Statement, the contentions raised briefly read as follows:

The First Party while was working as Clerk/Shift in G.A. Road Branch of the Respondent Bank was suspended on 06-06-2000 alleging him to have had on 05-06-2000 misused a sum of Rs. 70,000 by paying to a creditor to clear his debt out of cash entrusted to him and he thereby misappropriated bank money. On 23-10-2000 he was issued a Charge Sheet for gross misconduct under Clause-19.5(j) of the Bipartite Settlement. An enquiry was held in which he was led blindfolded which commenced on 23-05-2001 and ended on 08-10-2001 examining witnesses (i) Mr. R. Ranganathan, Senior Manager (Retd.), Circle Office Chennai, (ii) Mr. K. Chakrapani, Asstt. Manager (Retd.) from GA Road Branch and the (iii) Mr. M. Ramgopal, Manager (Retd.) from the same branch. The Enquiry Officer was biased in favour of the Management and prejudiced towards the petitioner not listening to the defence representative. The enquiry is not fair and proper and is vitiated. The copy of the enquiry report dated 31-05-2002 was supplied to the petitioner on 05-06-2002 to which on 22-06-2002 he submitted explanation. Thereafter on 04-09-2002 Show Cause Notice proposing punishment of “Be discharged from service with superannuation benefits and without disqualification from future employment” to which also he submitted reply denying to be guilty. He also appeared for personal hearing on 27-09-2002 and submitted his grievances. The Disciplinary Authority on 25-02-2003 imposed modified punishment of “Discharge” in terms of Clause-6(d) of the Bipartite Settlement dated 10-04-2002 which is illegal, unjustified and improper and amounts to victimization in unfair labour practice making First Party a scapegoat. His appeal dated 03-04-2003 was rejected on 19-07-2005 without applying the mind and without considering his submissions. The enquiry is vitiated on technical ground of Dy. General Manager

Suryanarayanan assuming role of Disciplinary Authority adopting the Charge Sheet. The charges have not been proved in the enquiry. The finding is perverse. It is prayed that on re-appreciation of the evidence an independent conclusion may be arrived at. Hence the prayer for reinstatement with backwages and all other benefits.

4. The Counter Statement contentions bereft of unnecessary details are as follows:

It is of paramount importance that the bank employees should not have a propensity to be dishonest under any circumstance. Anyone erring forfeits confidence reposed in him and ceases to be suitable for employment. The bank is never persuaded not to terminate service of such erring employee by the reason of family circumstances, personal difficulties, heavy indebtedness, etc. which are not relevant considerations to bestow any leniency which if shown might be cited as a precedent by the similarly placed. The petitioner came into service in the year 1988 as a disabled person. The employees are required to manage their affairs in a manner not to expose them to financial pressures or temptation to lay hands on bank's cash. On 05-06-2000 at around 0330 PM cash was not closed. The petitioner told Asstt. Manager that there is a difference of Rs. 70,000 and that he had gone out to bring the cash for adjustment, which he adjusted by raising a Debit Voucher for Rs. 70,000 denoting SR. 2, that he brought Rs. 50,000 remitted to the cashiers too. It is a receipt, that next day he remitted the balance of Rs. 20,000 and that the debit entry was reversed. The petitioner in his letter given admitted his mistake. To Show Cause Notice dated 06-06-2000, on 23-06-2000, the petitioner gave a reply admitting his mistake and prayed for lenience on humanarian consideration. During the enquiry the petitioner expressed extreme sorrow for supervention of the shortage due to miscalculation, unfortunate and unexpected turn of events and that he never intended to act prejudicially. The punishment is fully justified and valid in law. The same does not call for interference. There is no violation of principles of natural justice. There is nothing wrong in the Dy. General Manager pursuing the disciplinary action issued by his predecessor. The misconduct was never in dispute. The Enquiry Officer was not biased or prejudiced. The enquiry is not vitiated. The non-examination of one of the Investigating Officers is a plea of desperation. Orders do not suffer from any infirmity. The punishment is not disproportionate. The punishment is to be upheld.

5. Points for consideration are:

- (i) Whether the discharge of the petitioner from service with superannuation benefits and without disqualification from future employment is legal and justified?
- (ii) To what relief the concerned workman is entitled?

6. The evidence consists of oral evidence of WW1 and Ex.W1 to Ex.W21 on the petitioner's side and the oral evidence of MW1 and Ex.M1 to Ex.M15 on the Respondent's side.

Points (i) and (ii)

7. Heard arguments of both sides and perused the enquiry proceedings, report and documents. The learned counsel for the petitioner would canvass for the contention that the instance of misuse of a sum of money to the extent of Rs. 70,000 admitted by the petitioner is not a case of misappropriation so as to cause any prejudice to the Bank or indeed to the customers. The petitioner, a physically handicapped workman appointed under the very quota with an ailing and mentally retarded child had incurred heavy debts due to his poor background situations. He had to repay Rs. 70,000 to a creditor for a sum of Rs. 50,000 taken on advance from him for a short period and for the repayment of the amount the petitioner while was being harassed to the core with intimidations the petitioner was, in order to wriggle out of the situation, paying the sum to the creditor in anticipation of arrival of his father-in-law with the sum with whom the petitioner has had arranged to make up the sum by pledging the jewels of his family by the noon on the day which did not work well. His Father-in-law as explained in writing by the petitioner before the Management arrived only late and that too he came with a sum of Rs. 50,000 only which he by then itself adjusted towards too late a receipt on the day and the balance amount of Rs. 20,000 was made good immediately on the next morning. According to the learned counsel for the petitioner, it is not to be taken as a serious misconduct and the bank is not put to any loss nor any customer made victim to any hardship. The petitioner on his own motion made good the shortage. There has not been any falsification of account or fraud committed by him. There is no adverse past record against him. Invoking the benevolent provision under Section-11A of the ID Act, the petitioner may be imposed a lesser punishment, setting aside his punishment of discharge putting him in economic death.

8. The learned counsel for the Respondent would argue that the petitioner entertained the belief that he may use bank money in any manner he pleases and he is trying to justify the grave misconduct. He admitted the guilt. The enquiry is not at all improper or unfair. He has no right to use bank money entrusted to him in trust. The learned counsel relied on the decision of the Hon'ble High Court of Madras in the Management of Catholic Syrian Bank Ltd. Vs. Industrial Tribunal, Madras-104 and Another (1999-2-LLJ-210) wherein it was held that "though in cases, where it is warranted, justice may be required to be rendered with mercy, that itself however, is not to be carried to the extent of abandoning of ethical standards reflected in the law on the ground that it is not the function of the Court to be concerned with such moral or ethical standard". It is further held :

Rewarding the fraudulent and dishonest conduct amounting to grave misconduct by a reinstatement and award of backwages is to mock at the integrity and honesty of vast majority of workmen who are honest, diligent and law abiding. Sympathy cannot be a ground for invalidating the dismissal when such sympathy is totally misplaced and where the acts committed are grave in nature;

Discretionary powers to interfere with quantum of punishment can be exercised only when it is established that proved charges and penalty imposed are not proportionate to each other after considering all aspects; employee should maintain such ethical standards embodied in rules and regulations. Ethical standards cannot be abandoned on the plea that justice should be rendered with mercy.

9. The reply to the above argument on behalf of the petitioner is that regard having had to the background scenario in relation to the petitioner of being in hard hit family miseries and financial stress and circumstances owing to the sickness of his child and the thrust upon the petitioner by his creditor to abruptly pay back a loan of Rs. 70,000 and the endless harassment meted out by him even at the place of his employment at the spur of the moment actuated by the momentary aberration of mind he was parting with the bank money in his custody for being paid over to the creditor to pacify and send him away with the fond hope that his father-in-law would be meeting him at the bank with a sum of Rs. 70,000 for gathering which amount the petitioner has had already made arrangement early on the day before his advent at the bank for duty. The situation occurred due to the fact that his father-in-law did not come in time to the bank and was only lately arriving there that too with only an amount of Rs. 50,000, due to the reason that the pledged ornaments did not fetch a sum of Rs. 70,000. Remitting the amount back to the bank lately thereafter he was leaving for the day but he did really collect the remainder amount of Rs. 20,000 and arranged to make good the deficiency of the sum of Rs. 20,000 also in the bank chest the next day. True, at any event the petitioner could not have afforded to adopt such a course in order to satisfy his personal need because by doing so it is an act of misuse or abuse of bank money entrusted to him in trust which may fall under the offence of misappropriation of money.

10. Though it is argued on behalf of the Respondent that the petitioner acted under a belief or conviction that he could appropriate bank money as he pleases and that it is the propensity to commit such an offence which is punishable there is nothing to show that the petitioner was really actuated by any such malice. As submitted by the petitioner he was making an adjustment which is truly not permitted. The fact that, though after the cash hours of

the bank business, through his father-in-law a sum of Rs. 50,000 was got and remitted back to the bank and the remaining amount of Rs. 20,000 was remitted on the next day morning in quick succession, throws light to the truth that the petitioner has had arranged with his father-in-law to procure the amount and approach him at the bank to pay over the money to his creditor who has ever been a cause of the greatest vexation to him until the money is paid back. Though it is quite unbecoming of the petitioner to payout to his creditor from bank money the loan amount of Rs. 70,000 and which is certainly a misconduct it has not turned out to be one causing any prejudice to the bank. The bank's reputation is not thereby affected. No bank customer is involved in the transaction. The decision relied on by the learned counsel for the Respondent is not squarely applicable to this case. Here is a misconduct committed. It is a grave misconduct. But is it a misconduct warranting imposition of the severest punishment of discharge from service thereby putting the petitioner into economic death? The petitioner cannot be found to have done the act in total disregard of all ethical standards. Though sympathy cannot be ground for invalidating the discharge still sympathy has its role in appropriate cases. Where it is warranted justice may be required to be rendered with mercy.

11. In view of the background of the transaction under which the petitioner did the impugned act as unfolded by the petitioner the same could not be found to be an outright and calculated act thereby intending to misappropriate the bank money. Being a Cashier if what he had contemplated was just parting of sum of Rs. 70,000 of the bank money to his vexacious creditor so as to send him away and that the same money could immediately be replaced with the money expected to be collected by his father-in-law through a Pawn Broker and duly brought in time and thus made good the earlier parted bank money it would no longer have been a misuse or abuse of bank money capable of being subsequently noticed. If this was the way of thinking which went through his mind but when the expectation having failed and he having become unsuccessful in his purpose he happened to be detected as a misuser of bank money. Strictly speaking though this is to be regarded as misappropriation of money it should be reckoned as one falling short in degree of the offence of an outright misappropriation. Any acts, right or wrong may have different degrees from the point of view of its gravity and each act of offence, culpable and punishable, has to be dealt with in the light of the degree in which the same is committed. A bank shroff committing misappropriation of a large sum of money to the extent of Rs. 1,00,00,000 in several transactions spreading over an year or more colluding with his associate counterparts similarly employed or otherwise by doing various other misconducts like falsification of accounts, fraud etc. cannot surely be placed on the same footing as that of the petitioner who

has committed an offence which is much less in degree than that of the other one. It cannot be said that in the matter of dispensation of justice the concept of sympathy is totally out of the realm. When circumstances are such that rendition of sympathy is warranted it could well be extended to the deserving person. When sympathy is to be extended to one the question that arises is whether he deserves a sympathy or not. If it is a case where the person deserves the sympathy it has its recognition in Industrial Jurisprudence. In cases where such a sympathy is not called for the said sympathy becomes a misplaced one. It is true that the petitioner's act of parting with bank money supervened for which he has a plausible explanation. Yet, that cannot normally come to the rescue of the petitioner. He has no right to misuse the money entrusted to him in trust. Therefore, he is guilty. Our concern is regarding the punishment. A punishment imposed may become proportionate, or disproportionate to the gravity of the offence. It may also be grossly disproportionate the gravity of the offence. Here the punishment extended falls under the third category in the sense that it is shockingly disproportionate to the gravity of the offence. Rather than a court any reasonable or right thinking man hearing about the impugned transaction followed by an overhearing of the explanation rendered by the petitioner, may have the impression that the petitioner need not have been imposed so high a punishment. A Court in a judicial review of the punishment can rather be with the same impression of such a reasonable man to its aid to judge whether the punishment imposed is shockingly disproportionate to the gravity of the offence. It is an instance of a stray lapse from virtue. It is also the first of any kind of misconduct in the ordinal numeral of misconduct committed by the petitioner. There is no reason for the management to entertain a stand that the bank has lost confidence in him for his continued employment. It is an expression with no supporting material. In fact from the terminology of the punishment it could be seen that it does not affect the eligibility or qualification of the petitioner for future employment. It means that the petitioner is capable of being employed and can be employed elsewhere but he is not to be employed under the Respondent/Bank. It is good to remember that to err is human; to forgive is divine. It is not in the sense that the petitioner should not be punished for the misconduct but in the sense that while the petitioner is being punished it should be endowed with some element of compassion that he might deserve in the background of his living conditions at the time of commission of the misconduct.

12. One may call to mind that object of punishment is prevention of crime with a double effect of avoiding a recurrence of the offence by the same person and preventing others from doing the same. The punishment is to maintain discipline like maintaining discipline in a family of which employer is like a Head of a Family. Idea behind punishment is to correct the fault of the employee by making him more cautious in future and hold out warning to others. While punishing, the employer should not be actuated by malice,

vindictiveness or arbitrariness. If lesser punishment could be inflicted without jeopardizing the interest of the administration, the employer should not inflict the maximum punishment which can prove counterproductive. This appears to be the true ethics of punishment in industrial establishment, which will go a long way in easing unrest between the employee and the employer. Awarding lenient punishment may be a virtue in itself but it can be harmful for smooth functioning of the industry as it could encourage not only the delinquent but others too. In the case on hand, the situation is not so. Lesser a punishment to be meted out to the petitioner in the given facts and circumstances is exceptional. The same cannot be cited as a precedent by any other in the absence of the same or similar circumstances. Each case has to depend on the facts and circumstances peculiar to each. Hence the apprehension of the Management that leniency shown to the petitioner will give room to others to cite the same as a precedent is out of place. An out of proportion punishment to the gravity of charge may indicate victimization.

13. In the case of CENTRAL INLAND WATER TRANSPORT CORPORATION LTD. VS. BROJONATH (1986-II-LLJ-179), the observations of the Supreme Court that follows are relevant to the context "92-Should then our courts not advance with the times? Should they still continue to cling to outmoded concepts and outworn ideologies? Should we not adjust our thinking caps to match the fashion of the day? Should all jurisprudence development passes by, leaving us floundering in the sloughs of 19th century theories? Should the strong be permitted to push the weak to the wall? Should they be allowed to ride roughshod over the weak? Should the courts sit back and watch supinely while the strong trample under foot the rights of the weak? We have a constitution for the country. Our judges are bound by their oath to uphold the constitution and the laws. The constitution was enacted to secure to all the citizens of the country social and economic justice of the country. Article-14 of the constitution guarantees to all persons equality before law and equal protection of the laws. The principle deducible from the above discussions on this part of the case is in consonance with right and reason intended to secure social and economic justice and conforms to the mandate of the great equality clause in Article-14".

14. The above observations of the Apex Court are relevant considerations which weighed with me in the discussion and I am led to conclude that the punishment imposed on the petitioner is not legal and justified. He deserves some lesser punishment so that he is not put to economic death during the entirety of his remaining span of life. Therefore, the punishment is liable to be set aside.

15. In the result, the impugned punishment is set aside and the petitioner is ordered to be reinstated into service forthwith with continuity of service and all attendant benefits. The backwages payable is limited to 15%. Forfeiture of the remainder 85% of the backwages be a

punishment. Apart from this once the petitioner is reinstated into service if on leaving this award intact without being called in question in a higher forum the Respondent is at liberty, if at all they must, to impose a minor punishment of withdrawal of increments with or without cumulative effect as it deems fit, however, not beyond two increments, which by itself would not amount to double punishment since it is judicially settled that punishments awarded for the same offence under two heads separately do not come under the purview of double jeopardy.

16. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12th August, 2010)

A.N. JANARDANAN, Presiding Officer

Witness Examine

For the 1st Party/Petitioner : WW1, Sri D. Chandrasekhar

For the 2nd Party/Management : MW1, Sri T. Venkataramani

Documents Marked on the petitioner's side

Ex.No.	Date	Description
Ex.W1	06-06-2000	Show Cause Notice issued by Vigilance Department of Respondent Bank to Petitioner
Ex.W2	23-06-2000	Reply by petitioner to Chief Manager of the Respondent/ Bank
Ex.W3	23-10-2000	Intimation to petitioner regarding appointment of Enquiry Officer
Ex.W4	07-11-2000	Letter from Enquiry Officer to the petitioner
Ex.W5	05-05-2001	Letter from Circle Office, Vigilance Department to Petitioner regarding change of Enquiry Officer
Ex.W6	17-08-2001	Letter from Petitioner to Respondent
Ex.W7	30-11-2001	Letter from Petitioner to Respondent enclosing defence summing up
Ex.W8	30-11-2001	Defence summing up statement of the petitioner
Ex.W9	05-06-2002	Letter enclosing the findings of Enquiry Officer by Disciplinary Authority of Respondent of Petitioner
Ex.W10	31-03-2002	Findings of the Enquiry Officer

Ex.W11	22-06-2002	Petitioner's comments on enquiry findings.
Ex.W12	15-07-2002	Letter from Petitioner to Respondent
Ex.W13	04-09-2002	Show Cause Notice by Respondent to Petitioner
Ex.W14	14-09-2002	Reply to the Show Cause Notice by Petitioner to Respondent
Ex.W15	25-02-2003	Order imposing the punishment of discharge from service
Ex.W16	03-04-2003	Appeal preferred by petitioner before Appellate Authority of Respondent
Ex.W17	20-07-2003	Letter intimating with enclosures of order dated 19-07-2003 passed by the Appellate Authority
Ex.W18	19-07-2003	Order of the Appellate Authority
Ex.W19	17-02-2006	Petitioner's Sec.2-A dispute filed Assistant Commissioner of Labour (Central), Chennai
Ex.W20	04-09-2006	Remarks filed by the Respondent before Assistant Commissioner of Labour (Central), Chennai
Ex.W21	18-09-2006	Reply/Rejoinder filed by the Petitioner before Assistant Commissioner of Labour (Central), Chennai

On the Management's side

Ex.No.	Date	Description
Ex.M1	23-05-2001	
	08-06-2001	Proceedings of enquiry
	08-10-2001	
Ex.M2	06-06-2000	Report of M/s. Rangamath and Ramanathan
Ex.M3	05-06-2000	G.A. Branch letter
Ex.M4	05-06-2000	SR.II Debit Voucher for Rs. 70,000
Ex.M5	05-06-2000	SR.II Credit Voucher for Rs. 50,000
Ex.M6	05-06-2000	SR.II Credit Voucher for Rs. 20,000
Ex.M7	06-06-2000	Letter of K. Chakrapani
Ex.M8	06-06-2000	Letter of Petitioner
Ex.M9	06-06-2000	Letter of Petitioner
Ex.M10	05-06-2000	Letter of Petitioner
Ex.M11	05-06-2000	Copy of Cash Balance Book on 05-06-2000

Ex.M12	23-06-2000	Reply of petitioner to the Show Cause Notice dated 06-06-2000
Ex.M12	31-10-2001	Presenting Officer's brief
Ex.M13	25-02-2001	Order (Con/Vig./AS/176/DPC/351/2002)- Discharged from service with superannuation benefits
Ex.M14	17-05-2003	Proceeding of personal hearing before General Manager-I.T.P. and Appellate Authority
Ex.M15	06-11-2004	Proceeding of personal hearing before General Manager (IED) and Appellate Authority

नई दिल्ली, 20 अगस्त, 2010

का.आ. 2337.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 177/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-07-2010 को प्राप्त हुआ था।

[संख्या एल-17012/6/2002-आई आर (बी-II)]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th August, 2010

S.O. 2337.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 177/2002) of the Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 26-7-2010.

[No. L-17012/6/2002-IR(B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

CASE ID NO. 177/2002

Shri Ajay Kumar son of Shri Fateh Singh, Resident of Village Rathal (Hansi), Hissar.

Applicant

Versus

The Sr. Divisional Manager, LIC of India, 489-Model Town, Karnal.

Respondent

APPEARANCES

For the Workman : None
For the Management : Shri Deepak Arora

AWARD

Passed on :- 13-7-2010

Government of India vide notification no. L-17012/6/2002-(IR(B-II)) dated 12th of August, 2002 by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (the Act in short), referred the following industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of LIC of India, Kamal in ordering removal of Shri Ajay Kumar, Peon from service w.e.f. 22-1-2001 is just and legal? If not, what relief the workman is entitled to?”

2.The case repeatedly called. None is present on behalf of the workman. Workman is also not present. Learned Counsel for the management is present. Workman is not present for his evidence despite knowledge. The case was referred by the Central Govt. in the year 2002 and 8 years old. It appears that workman is non interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Government for want of prosecution. Central Government be informed. File be consigned to record room.

Chandigarh : 13-7-2010

G.K. SHARMA, Presiding Officer

नई दिल्ली, 20 अगस्त, 2010

का.आ. 2338.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 53/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-07-2010 को प्राप्त हुआ था।

[संख्या एल-12012/139/97-आई आर (बी-II)पार्ट]

पुष्पेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th August, 2010

S.O. 2338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/98) of the Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sindh Bank and their workman, which was received by the Central Government on 26-07-2010.

[No. L-12012/139/97-IR(B-II)Pt.]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

CASE ID NO. 53/98

Shri Tarlochan Singh, S/o Shri Ram Singh, Karawal Chowk,
H.No. 415, EA/3, Dai Wali Gali, Patiala-147001.

Applicant

Versus

The Asstt. General Manager, Punjab & Sindh Bank, Passy
Road, Patiala-147001.

Respondent

APPEARANCES

For the Workman : None

For the Management : None

AWARD

Passed on : 6-7-2010

Central Government vide notification no. L-12012/
139/97-IR(B-II) dated 27-02-1998, has referred the following
dispute to this Tribunal for adjudication :—

“Whether the action of the management of Punjab &
Sindh Bank in terminating the services of Shri
Tarlochan Singh w.e.f. 1-1-1997 is legal and justified?
If not, to what relief the said workman is entitled and
from what date?”

2. The case is taken up for recording the evidence of
the parties. Workman is not present. It is the oldest
industrial dispute and the reference pending adjudication
before this Tribunal. On perusal of the order sheet it is
evidently clear that this reference was send back to the
Central Government without adjudication on absence of
the workman. Thereafter, workman moved an application
dated 7-4-2010 for setting aside the order dated
22-10-2009. Considering the request of the workman and
also considering the fact that every industrial dispute and
the reference should be tried to be disposed off after
affording the opportunity of being heard to both of the
parties, this Tribunal was kind enough to afford the
opportunity of being heard to the parties vide order dated
7-4-2010. The workman on 7-4-2010 ensured this Tribunal
that he will ensure his presence on every date and shall
not cause any delay in adjudication. The workman
absented once again, accordingly, I have no option
otherwise then to return the reference to the Central
Government without adjudication for non-prosecution
because of absence of the workman. Central Government
be informed. File be consigned.

6-6-2010

G.K. SHARMA, Presiding Officer

नई दिल्ली, 23 अगस्त, 2010

का.आ. 2339.—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट

बैंक, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों
के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार
औद्योगिक अधिकरण/श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ
संख्या 44/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को
23-8-2010 को प्राप्त हुआ था।

[संख्या एल-12012/37/2009-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 23rd August, 2010

S.O. 2339.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (Ref. No. 44/2009)
of the Central Government Industrial Tribunal-cum-Labour
Court-1, Chandigarh shown in the Annexure in the
Industrial Dispute between the management of State Bank
of India, New Delhi and their workman, received by the
Central Government on 23-8-2010.

[No. L-12012/37/2009-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO.1 KARKARDOOMA COURTS COMPLEX, DELHI
ID NO. 44/2009**

Smt. Sheela Devi w/o Late Shri Satya Prakash,
R/o H.No. 445, Village & P.O. Bakhatwarpur,
Delhi-110036.

Workman

Versus

The General Manager,
State Bank of India & Anr.
Region W, Zonal Office,
11, Parliament Street, New Delhi

Management

AWARD

Compassionate appointment was given to Smt.
Sheela Devi on 21-12-87 by State Bank of India, for her
husband was murdered in 1984 riots. She was subjected to
various transfers by the bank, while in service. Her salary
was not fixed in accordance with the Bipartite Settlements.
She raised a demand for fixation of her salary in accordance
with Bipartite Settlements, which demand was not taken
care of by the bank. She approached General Secretary, All
India Bank Staff Association for redressal of her grievance.
A dispute was raised by the Association in that regard
before the Conciliation Officer. During pendency of that
dispute, the management took a domestic action against
her. Her services were done away by the management,
vide its order dated 13-4-2007. A dispute was raised before
the Conciliation Officer in that regard too. During the
pendency of that dispute, Smt. Sheela filed a complaint
under Section 33-A of the Industrial Disputes Act, 1947 (in
short the Act) on 31st of August, 2009, claiming that action

of the bank in terminating her services may be declared illegal and unjustified and bank be directed to reinstate her in services with all consequential benefits.

2. Complaint, moved by Smt. Sheela, was registered as an industrial dispute, notice of which complaint was sent to the bank. She unfolds in her complaint that on 24-1-2006 she raised an industrial dispute before the Assistant Labour Commissioner (Central) highlighting acts of her victimization and harassment by the bank. She also detailed therein the instances of unfair labour practice, when service benefits were denied to her. She was not granted payment of her dues towards salary, increment and other benefits at par with the employees, who were similarly situated. On the said complaint a notice was issued to the bank and conciliation proceedings were initiated. During the course of conciliation proceedings, the bank had illegally removed her from service, vide order dated 13-4-2007. On 8-6-2007 the Conciliation Officer submitted her failure report before the appropriate Government. On the said failure report, appropriate Government had referred that dispute to this Tribunal for adjudication, vide order dated 21st of September, 2007. Her service conditions were altered to her prejudice, during pendency of conciliation proceedings, which action of the bank is unjustified and illegal. She claims that order dated 13-4-2007 terminating her services may be declared illegal and bank may be directed to reinstate her in services with all consequential benefits.

3. Complaint was resisted by the bank pleading that the Tribunal has no jurisdiction to entertain the complaint, since no contravention of the provisions of Section 33 of the Act took place. On 13-4-2007 when her services were dismissed, no proceedings were pending before the Conciliation Officer. It has been pleaded that no victimization, harassment or unfair labour practice was meted out to the claimant. It has been claimed that the complaint under reference is not maintainable, hence it may be dismissed.

4. During adjudication process of the complaint, dispute relating to dismissal of Smt. Sheela was raised before the Conciliation Officer. Conciliation proceedings failed in that matter too. Failure report was submitted by the Conciliation Officer before the appropriate Government. On consideration of that failure report, the appropriate Government referred that dispute to this Tribunal for adjudication, vide order No.L-12012/37/2009-I.R.(B-I), New Delhi dated 23rd of July, 2009 with following terms:

“Whether the action of the management of State Bank of India, New Delhi in terminating services of Smt. Sheela Devi, Ex-Farash-cum-Water Woman w.e.f. 13-4-2007, is justified and legal? If not, to what relief she is entitled to?”

5. Claimant had tendered her affidavit Ex.WW1/A in support of her complaint. She was cross examined at length on behalf of the management. Shri S.K.Garg tendered his affidavit Ex.MW1/A as evidence on behalf of the bank. He

was cross examined at length on behalf of the claimant.

6. It would not be out of place to mention that inadvertently evidence of the claimant and Shri S.K.Garg was recorded in the matter, pending adjudication on reference referred above. Parties obtained certified copies of the evidence and filed it in the present proceedings, besides their respective documents. That evidence would be appreciated in the present controversy for its adjudication:

7. Arguments were heard at the bar. Shri Ajay Garg, authorised representative, advanced arguments on behalf of the claimant. Ms. Kittu Bajaj, authorised representative, raised her submissions on behalf of the bank. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on controversies raised in the complaint are as follows:

8. Section 33 of the Act bars alteration in conditions of service “prejudicial” to the workman concerned in the dispute and punishment of discharge or dismissal when either is connected with pendentelite industrial dispute “save with the permission of the authorities before which the proceedings is pending” or where the discharge or dismissal is for any misconduct not connected with the pendentelite industrial dispute without the “approval of such authority”. Prohibition contained in Section 33 of the Act is two fold. On one hand, they are designed to protect the workman concerned during the course of industrial conciliation, arbitration and adjudication, against employers’ harassment and victimization, on account of their having raised the industrial dispute or their continuing the pending proceeding and on the other, they seek to maintain status quo by prescribing management conduct which may give rise to “fresh dispute” which further exacerbate the already strained relations between employer and the workman. Where industrial disputes are pendentelite before an authority mentioned in the section, it was thought necessary that such disputes should be conciliated or adjudicated upon by the authority in a peaceful atmosphere, undisturbed by any subsequent causes for bitterness or unpleasantness. To achieve this object, a ban has been imposed upon the employer exercising his common law, statutory or contractual right to terminate the services of his employees according to contract or the provisions of law governing such service. The ordinary right of the employer to alter the terms of his employees’ services to their prejudice or to terminate their services under the general law governing contract of employment, has been banned subject to certain conditions. This ban, therefore, is designed to restrict the interference of the general rights and liabilities of the parties under the ordinary law within the limits truly necessary for accomplishing the object of those provisions. Anxiety to know about ban on the right of the employer, persuades me to reproduce the provisions of section 33 of the Act thus :

“33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of

proceedings. -(1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before an arbitrator or a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall -

- (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or
- (b) for any misconduct connected with the dispute, discharge or punish whether by dismissal or otherwise, any workman concerned in such dispute.

Save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with standing orders applicable to a workman concerned in such dispute or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman-

- (a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or
- (b) for any misconduct not connected with the dispute discharge or punish, whether by dismissal or otherwise, that workman;

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute

- (a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceeding; or
- (b) by discharging or punishing, whether any dismissal or otherwise, such protected workman,

save with the express permission in writing of the authority before which the proceeding is pending.

Explanation. - For the purposes of this sub-section, a "protected workman", in relation to an establishment, means a workman who, being a

member of the executive or other office bearer of a registered trade union connected with the establishment, is recognized as such in accordance with rules made in this behalf. (4) In every establishment the number of workmen to be recognized as protected workmen for the purposes of sub-section (3) shall be one per cent of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognized as protected workmen.

(5) Where an employer makes an application to a conciliation officer, Board, an arbitrator, a Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass, within a period of three months from the date of receipt of application, such order in relation to such action as may fit.

Provided that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit.

Provided further that no proceedings before any such authority shall lapse merely on the ground that the period specified in this sub-section had expired without such proceedings being completed.

9. As noted above sub-sections (1) and (2) are designed for different purposes since sub-section (1) applies to the proposition when the employer wants to alter service conditions of the workman to his prejudice in regard to any matter connected with the dispute or for any misconduct connected with the dispute, in that situation he is obliged to seek prior permission in writing of the authority before whom the dispute is pending and in a case where the employer wants to alter service conditions of a workman in regard to a matter not connected with the dispute or for any misconduct not connected with the dispute, in that situation he is obliged to seek approval of the order under sub-section (2) of the aforesaid section. When an employer violates the provisions of sub-section (1) or sub-section (2) of section 33 of the Act, an instant remedy is provided to the workman by the provisions of section 33A of the Act. In other words, where an employer has contravened the provisions of section 33, the aggrieved workman has been given the option to make a complaint in writing, to the authority before which an industrial dispute is pending, with which the aggrieved workman is

concerned. The complaint of such contravention can be made not to the adjudicating authorities, but to the conciliatory authority also. If a complaint is made to a conciliatory authority, viz. a Conciliation Officer or a Board of Conciliation, clause (a) of section 33 A of the act authorizes a Conciliation Officer or the Board to take such complaint into account in bringing about a settlement of the complained dispute. The Conciliation Officer or the Board is not empowered to adjudicate upon the dispute, which is the area of adjudicatory authorities. When a complaint is made to adjudicatory authority viz. Arbitrator, Labour Court, Tribunal or National Tribunal, it will adjudicate upon the dispute as if it is a dispute referred to or pending before it.

10. To attract the provisions of section 33A of the Act, following conditions precedent are to be satisfied.

1. that there should have been a contravention by the management of the provisions of section 32 of the Act,
2. that the contravention should have been during the pendency of the proceedings before the conciliatory authorities or Labour Court, Tribunal or National Tribunal, as the case may be.
3. that the complainant should have been aggrieved by the contravention, and
4. that the application should have been made to the Labour Court, Tribunal or the National Tribunal in which original proceedings are pending.

11. Now it would be seen as to whether the claimant could satisfy above conditions. Smt. Sheela swears in her affidavit that she was appointed by the bank as class IV employee on 21-12-87. Her basic salary was Rs.815. She reached basic salary of Rs 2000 per month in 1994. Salary of the award staff was revised as per 6th Bipartite Settlement w.e.f. 1-11-92. Accordingly her salary was revised and she was fixed at basic pay of Rs.2000, in the scale of Rs.1600-3420. Salary of award staff was again revised as per 7th Bipartite Settlement. She was to be fixed in the scale of Rs.2700-5800, but the bank deprived her of those benefits. 8th Bipartite Settlement revised salary of subordinate staff w.e.f. 1-11-2002. She was to be given wages in the scale of Rs.4060-10180. However, her salary was not fixed in that scale. Whenever she asked for revision of her wages, she was threatened of her dismissal or transfer to a far off place. She was transferred to various branches of the bank. She made several representations for revision of her wages but to no avail. On 24-1-2006 she raised a dispute before the Conciliation Officer through her union. Complaint made in that regard is Ex. WW 1/1. During the course of Conciliation proceedings, she was illegally removed from service by the bank vide order dated 13-4-2007. The Conciliation Officer submitted her failure report to

the appropriate Government on 8-6-2007, which report is Ex.WW1/2.

12. Shri S.K.Garg swears in his affidavit Ex.MW1/A that no proceedings were pending before the Conciliation Officer on the date when termination order was passed. He had relied orders dated 28-9-2006, 29-1-2007 and 31-1-2007 passed by the Conciliation Officer on the complaint moved by Smt. Sheela Devi, which are Ex.MW1/1 to Ex.MW1/3. However, he does not dispel that Sheela raised dispute before the Conciliation Officer on 24-1-2006. He projects that conciliation proceedings came to an end on 31-1-2007.

13. It has to be seen as to whether there was any contravention of the provisions of section 33 of the Act. As detailed above Smt. Sheela had testified that a dispute was raised on her behalf before the Conciliation Officer on 24-1-2006, since the bank had not fixed her salary in accordance with the Bipartite Settlement. Complaint Ex. WW2/1 was made by her in that regard. There is no dispute on that account. Shri Garg admits during the course of his cross examination that Smt. Sheela raised a dispute before the Conciliation Officer on 24-1-2006. Thrust of his testimony has been that the said dispute could not be settled and conciliation proceedings came to an end on 31-1-2007. To substantiate facts in that regard he has proved orders dated 28-9-2006 as well as 31-1-2007, recorded by the Conciliation Officer, as Ex.MW1/1 and Ex.MW1/2 respectively. As per contents of Ex.MW1/1, authorised representative of the bank agreed to release 90% of calculated amount of deficient salary in favour of the claimant within 15 days and balance amount of 10% of her salary was to be released in next 15 days, subject to a decision in that regard by the higher authorities. The matter was adjourned by the Conciliation Officer for 17th of November, 2006. Order dated 31st of January, 2007 has been recorded on a seat on which order dated 29-1-2007 purports to have been recorded. As per order dated 29-1-2007 none was present on behalf of the management and the matter was adjourned for 2-2-2007. Thereafter proceedings dated 31-1-2007 has been recorded, without mentioning therein as to why matter was taken up on that date. In those proceedings it has been recorded that conciliation proceedings failed. It has been argued by Ms. Bajaj that Ex.MW1/2 highlights that conciliation proceedings failed on 31-1-2007. She urges that on failure of the conciliation proceedings on that date, no proceedings were pending before the Conciliation Officer thereafter. She argued that no proceedings were pending before the Conciliation Officer on 13 th of April, 2007, when dismissal order of Sheela was passed by the bank. Shri Ajay Garg dispel her submissions and argued that conciliation proceedings remain pending till failure report is received by the appropriate Government. He presents that failure report was submitted by the Conciliation Officer to the appropriate Government on 8th of June, 2006, which report is Ex.WW1/2.

14. Section 20 of the Act makes provision in respect of commencement and conclusion of proceedings before the Conciliation Officer. Sub-section (1) of the said section contemplates as to when conciliation proceedings commence before a Conciliation Officer in a public utility service. The 1st limb of sub-section (1) speaks that a conciliation proceeding shall commence on the date on which a notice of strike or lock out, under Section 22 is received by the Conciliation Officer. The second limb of the said sub-section provides that proceedings before a Board shall commence when a reference under sub-section (1) of Section 10 is made by the appropriate Government, whether the dispute relates to public utility service or a non public utility service. Sub-section (2) of the said section details points of time on which conciliation proceedings before a Conciliation Officer or a Board shall be deemed to have been concluded, which are enumerated thus:

1. In case a settlement is arrived at, whether before a Conciliation Officer or the Board the date on which memorandum of settlement is signed by the parties to the dispute.
2. In case no settlement is arrived at :
 - (a) the date on which the report of the Conciliation Officer is received by the appropriate Government or
 - (b) the date on which report of the Board is published under section 17.
3. In case, during the pendency of the conciliation proceedings the dispute is referred for adjudicating the date of reference would be date of the conclusion of the conciliation proceedings.

15. Here in the case no settlement was arrived at between the parties, on dispute raised vide Ex.WWI/1. Failure report Ex.WWI/2 makes it clear that discussions were held on various dates and finally on 31-1-2007 but the dispute could not be resolved. It has been made clear by the Conciliation Officer that conciliation proceedings ended in failure. Failure report was recorded by the Conciliation Officer on 8-6-2007. It was sent to the appropriate Government for consideration. Therefore, it does lie in the mouth of the bank to say that the conciliation proceedings concluded on 31-1-2007. It is not the date when failure report was recorded but it is the date when the failure report was actually received by the appropriate government on which conciliation proceedings shall be deemed to have been concluded. Dismissal order was passed on 13-4-2007. Therefore, it is evident that on 13-4-2007 conciliation proceeding were pending before the Conciliation Officer. By way of passing a dismissal order against Smt. Sheela, the management contravened the provisions of Section 33 of the Act. That contravention was during the pendency of the conciliation proceedings before the Conciliation Officer.

16. There is no quarrel on the proposition that Smt. Sheela was aggrieved by the contravention of the provisions of Section 33 of the Act. Since contravention of the provisions of Section 33 of the Act, during pendency of the conciliation proceedings has come over the record, now occasion arises for this Tribunal to embark upon an adjudication of the dispute contained in the complaint under reference. The dispute which was raised by Smt. Sheela before the Conciliation Officer was not connected with the dispute in respect of which her dismissal order was passed. Therefore, the bank was required to move an application for approval of such an action before Conciliation Officer, as provided by the provisions of Section 33(2)(b) of the Act. Admittedly no such an application for approval was moved by the bank. Since the dispute, which was pending before the Conciliation Officer at the time of contravention of Section 33 of the Act has been referred to this tribunal for adjudication, hence Smt. Sheela had rightly filed this complaint before this Tribunal, as the original proceedings are pending adjudication before it. The management was under an obligation to make payment of one month notice wages and file an application for approval of its action of dismissal, as the part of the same transaction. No application for approval was moved.

17. What is the effect of non-moving an application for approval? Such proposition was taken note of by the Apex Court in Jaipur Zila Sehkari Bhoomi Vikas Bank (AIR 2002 S.C. 643) wherein it was held that it would be clear case of contravention of the proviso to Section 33(2)(b) of the Act. It would be expedient to reproduce the law laid in the above precedent, which are extracted thus:

“The proviso to Section 33(2)(b) as can be seen from its very unambiguous and clear language, is mandatory. This apart from the object of Section 33 and in the context of the proviso to Section 33(2)(b), it is obvious that the conditions contained in the said proviso are to be essentially complied with. Further any employer who contravenes the provisions of Section 33 invites a punishment under S.31 (1) with imprisonment for a term which may extend to six months or with fine which may extend to Rs.1000 or with both. This penal provision is again a pointer of the mandatory nature of the proviso to comply with the conditions stated therein. To put it in other way, the said conditions being mandatory, are to be satisfied if an order of discharge or dismissal passed under Section 33(2)(b) is to be operative, if an employer desires to take benefit of the said provision for passing an order of discharge or dismissal of an employee, he has also to take the burden of discharging the statutory obligation placed on him in the said proviso. Taking a contrary view that an order of discharge or dismissal passed by an employer in contravention of the mandatory conditions contained in the proviso does not render

such an order inoperative or void, defeats the very purpose of the proviso and it becomes meaningless. It is well settled rule of interpretation that no part of statute shall be construed as unnecessary or superfluous. The proviso cannot be diluted or disobeyed by an employer. He can not disobey the mandatory provision and then say that the order of discharge or dismissal made in contravention of Section 33(2)(b) is not void or inoperative. He cannot be permitted to take advantage of his own wrong. The interpretation of statute must be such that it should advance the legislative intent and serve the purpose for which it is made rather than to frustrate it. The proviso to Section 33(2)(b) affords protection to a workman to safeguard his interest and it is a shield against victimization and unfair labour practice by the employer during the pendency of industrial dispute when the relationship between them are already strained. An employer cannot be permitted to use the provision of Section 33(2)(b) to ease out a workman without complying with the conditions contained in the said proviso for any alleged misconduct said to be unconnected with the already pending industrial dispute. The protection afforded to a workman under the said provision cannot be taken away. If it is to be held that an order of discharge or dismissal passed by the employer without complying with the requirements of the said proviso is not void or inoperative, the employer may with impunity discharge or dismiss a workman.

18. The Apex Court dealt with the situation of the withdrawal of such approval application or not making an application in the following manner:

"The view that when no application is made or the one made is withdrawn, there is no order of refusal of such application on merit and as such the order of dismissal or discharge does not become void or inoperative unless such an order is set aside under Section 33A, cannot be accepted. In our view, not making an application under Section 33(2)(b) seeking approval or withdrawing an application once made before any order is made thereon, is a clear case of contravention of the proviso to Section 33(2)(b). An employer who does not make an application under Section 33(2)(b) or withdraws that one made, cannot be rewarded by relieving him of the statutory obligation created on him to make such an application. If it is so done, he will be happier or more comfortable than an employer who obeys the command of law and makes an application inviting scrutiny of the authority in the matter of granting approval of the action taken by him. Adherence to and obedience of law should be obvious and necessary in a system governed by rule of law. An employer by design can avoid to make an application after dismissing or

discharging an employee or file it and withdraw before any order is passed on it, on its merits, to take a position that such order is not inoperative or till it is set aside under Section 33A notwithstanding the contravention of Section 33(2)(b) proviso, driving the employee to have recourse to one or more proceeding by making a complaint under Section 33A or to raise another industrial dispute or to make a complaint under Section 31 (1). Such an approach destroys the protection specifically and expressly given to an employee under the said proviso as against possible victimization, unfair labour practice or harassment because of pendency of industrial dispute so that an employee can be saved from hardship of unemployment.

19. It is evident that the order of dismissal of Smt. Sheela is void ab initio, since it was passed by the bank in contravention of the provisions of Section 33(2)(b) of the Act. Smt. Sheela is deemed to be in the service of the bank. However, it cannot be lost sight of that the appropriate Government has referred a dispute in that regard to this Tribunal for adjudication. In the process of adjudication of that dispute, the Tribunal had taken steps ahead, wherein the bank had pleaded that an enquiry was conducted and order impugned was passed on the basis of findings recorded therein. Since the order was in violation of the provisions of section 33(2)(b) of the Act, it cannot take effect. In such a situation it is a case of an enquiry which can be said to be defective. Where an enquiry held by an employer is found to be defective, the whole case remains open before the Tribunal and the management may avail an opportunity of adducing evidence before the Tribunal to justify its action. If such an opportunity is asked for, the Tribunal has no power to refuse in giving of such an opportunity to an employer to adduce evidence to prove misconduct of the employee. It is in the interest of the management as well as the employee to enable the Tribunal itself to be satisfied about the alleged misconduct, so that the management may not attempt to embark upon a second enquiry on the same facts. Therefore, in adjudication of the dispute referred to the Tribunal by the appropriate Government, a course would be open to the management to seek an opportunity to adduce evidence to prove misconduct of Smt. Sheela in the matter. In such a situation the findings recorded herein would be subject to outcome of assessment of the evidence, which would be adduced to prove her misconduct.

20. It is settled proposition that there is a distinction between the order which is void and an order which suffers from irregularities. The order which is void cannot relate back, while the order which suffers from some irregularities may relate back to the date of punishment. The Apex Court in *Gujarat Steel Tubes Ltd. [1980 (40) F.L.R. 152]* took note of such a situation, which proposition was reaffirmed in *Engineering Laghu Udyog Employees Union [2004 (100) F.L.R. 843]*. The law so laid is reproduced below:

"Kalyani was cited to support the view of relation back of the Award to the date of the employer's termination orders. We do not agree that the ratio of Kalyani corroborates the proposition propounded. Jurisprudentially, approval is not creative but confirmatory and therefore relates back. A void dismissal is just void and does not exist. If the Tribunal, for the first time, passes an order recording a finding of misconduct and thus breathes life into the dead shall of the Management's order, predating of the nativity does not arise. The reference to Sasa Musa in Kalyani enlightens this position. The latter case of D.C.Roy v. The Presiding Officer, Madhya Pradesh Industrial Court, Indore and others (supra) specifically refers to Kalyani's case and Sasa Musa's case and holds that where the Management discharges a workman by an order which is void for want of an enquiry or for blatant violation of rules of natural justice, the relation-back doctrine cannot be invoked. The jurisprudential difference between a void order, which by a subsequent judicial resuscitation comes into being de novo, and an order, which may suffer from some defects but is not still born or void and all that is needed in the law to make it good is a subsequent approval by a Tribunal which is granted, cannot be obliterated."

"When in terms of the proviso appended to clause (b) of Section 33 of the Act, an approval is sought for and is refused, the order of dismissal becomes void. If an approval is not obtained still, the order of punishment cannot be given effect to. It is, therefore, not correct to contend that the Tribunal in a reference under Section 10 of the Act, when passes an order recording a finding of misconduct, brings life into the dead. Unfortunately, the Court did not take notice of the binding decisions in Motipur Sugar Factory's case (supra) and Firestone's case (supra)".

21. In view of above discussion it is concluded that order dated 13-04-2007 is non-est since it violates provisions of Section 33(2)(b) of the Act. Smt. Sheela is deemed to be in the service of the management. However, these findings would be subject to outcome of adjudication on the dispute referred to this Tribunal by the appropriate Government, in that regard. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated: 27-7-2010

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 23 अगस्त, 2010

का.आ. 2340.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चेयरमेन, फेडरल बैंक लि. एवं प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण, एरणाकुलम के पंचाट (संदर्भ संख्या 41/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-08-2010 को प्राप्त हुआ था।

[संख्या एल-12012/135/2008-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 23rd August, 2010

S.O. 2340.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the chairman, Federal Bank Ltd. and their workman, which was received by the Central Government on 23-08-2010.

[No. L-12012/135/2008-IR(OB-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Wednesday the 9th day of August, 2010, 18th Shravanam, 1932)

I.D. 41/2008

Workman : Shri B. Jayakumar,
Panamthitta, Outhupally P.O.,
Kayamkullam.

By Adv. Shri C. Anil Kumar.

Management : The Chairman,
Federal Bank Limited,
Federal Towers, Post Bag No. 103,
Aluva-683101

By Adv. M/s/B.S. Krishnan Associates.

This case coming up for hearing on 3-8-2010, this Tribunal-cum-Labour Court on 9-8-2010 passed the following.

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is:

"Whether the action of the management of Federal Bank Limited in dismissing the services of Shri B. Jayakumar, Ex-typist Clerk w.e.f. 02-11-2006 is legal and justified?" If not, to what relief he is entitled?

2. The facts of the case in brief are as follows:—Shri. B. Jayakumar was a Typist/Clerk of Federal Bank in

Devikulangara Branch of Kollam District in 2002. A charge sheet was issued to him alleging fraud and misappropriation of money of customers. A domestic enquiry was conducted, he was found guilty and was dismissed from service. Though he filed an appeal he did not succeed. Hence the dispute.

3. According to the workman the explanation given by him to the charge sheet was not properly considered by the disciplinary authority and an enquiry was ordered. There was a criminal complaint regarding the same incident. In the criminal case after the trial the workman was acquitted by Magistrate Court, Kayamkulam in 2005. However the management proceeded with the domestic enquiry and he was punished. The continuance of domestic enquiry after acquittal is irregular and hence the enquiry is invalid. The Enquiry Officer proceeded with a biased mind. The customers of the bank who were examined in the criminal case were not examined in the enquiry. The enquiry was conducted in violation of the principles of natural justice. The findings are not based on materials and are perverse. The management did not take into consideration the past unblemished service of the workman while imposing the punishment. Ever since the suspension in 2002 the workman is not employed anywhere. Hence he prays to set aside the enquiry and reinstate him in service.

4. The management in the written statement contends that the workman was acquitted in the criminal case on the benefit of doubt. The explanation to the charge sheet was not convincing and hence enquiry was ordered. The workman was represented by an Advocate in the enquiry. The management witnesses were cross examined. The defence was given opportunity to adduce defence evidence. However no witnesses were examined, but one document was produced and marked. The enquiry was conducted in strict compliance with the principles of natural justice. Most of the transactions considered and proved in the domestic enquiry were not subject matter of criminal complaint. The charges in both proceedings are distinct, different and independent of each other. There is no illegality in proceeding with the domestic enquiry. The findings are based on evidence. The punishment is proportionate to the gravity of charges. The workman is not entitled for any relief.

5. In the light of the above contentions the following points arise for consideration.

1. Is the enquiry valid?
2. Are the findings sustainable?
3. Is the punishment proper?

The evidence consists of Exts.MI and MI(a) alone.

6. **Point No.1:-** Though in the claim statement it is contended that the enquiry was conducted in violation of the principles of natural justice and opportunity to defend was denied, it was not seriously pursued at the time of adjudication. The enquiry files consist of proceedings of

enquiry, oral and documentary evidence, enquiry report and miscellaneous records. The enquiry files were marked on consent as Exts.MI and MI(a). The workman was defended by an Advocate. Four witnesses were examined, on management side and they were cross examined. The workman has no case that he was not furnished with copies of documents relied on by the management in the enquiry. He was given opportunity to adduce defence evidence. But nobody was examined on defence side. One document was produced and it was marked as Ext.DE1. Both sides were heard before findings were recorded. The workman was given copy of the report and comments were invited by the Disciplinary Authority before confirming the findings. The workman was given opportunity of hearing by the Disciplinary Authority before imposing the punishment. Thus the records reveal that the enquiry was conducted in full compliance with the principles of natural justice. Therefore there is no basis for the allegation regarding irregularity in the procedure or violation of principles of natural justice.

7. **Point No.2:-** Since the validity of enquiry is beyond challenge the scope for attacking the findings of Enquiry Officer is limited. Unless the workman is able to show that there is absolutely no material on record to enter a finding of guilt, he cannot succeed in challenging the findings. So far as the present case is concerned, there is overwhelming evidence to prove the guilt of the workman. Four witnesses were examined and 202 documents were marked on management side. Most of the documents are statements of account holders given to the Investigating Officer of the bank, pass books, statements of accounts, remittance slips etc. Out of 45 aggrieved customers of the bank 44 customers had lodged written complaints with the bank. The documents unambiguously prove the misconduct of fraud and misappropriation of money of several customers. There are innumerable instances of fraud and misappropriation and the amount involved in the misappropriation comes to Rs. 5,26,550. Out of this the brother-in-law of the workman and the workman together remitted nearly half of the amount and the balance to be made good is Rs. 2,37,750. The modus operandi of the workman was that he used to receive money from customers for remittance in their accounts, record the remittance in the pass books, but would not actually remit. Sometimes lesser amounts are shown in bank's records and in some other cases remittances are made subsequently. This mischief went on for quite sometime. In 2002 some of the customers came to understand that the amounts remitted by them were not credited in their accounts by the workman. They complained to the Manager and an investigation was ordered. A senior officer of the bank conducted the investigation, statements of customers were recorded and pass books, remittance slips etc. were collected. A schedule of remittances, corresponding entry in ledger, exhibits in support of alleged transactions etc. is prepared for easy reference.

Sl. No.	Name of Account Holder	Amount Remitted	Date of Remittance	Date of Remittance as per ledger	Documents in support of charges	Documents in support of defence	Findings of Enquiry Officer
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Smt. Lekshmikuttyamma	3,000 2,000 1,000	04-05-2001 Nil Nil	12-4-2002 " "	ME-38, 39, 40, 41 & 42	DE-1 " "	Mis appropriate " "
2.	Sri. Sadasivan	14,150 10,000 2,000	22-4-2002 Withdrawal Withdrawal	29-5-2002 " "		" " "	" " "
			22-04-2002 22-03-2002		ME-2, 3, 4, 5 & 35		
3.	Smt. Jayasree S.	5,000 5,000 1,500	30-4-2001 31-5-2001 27-03-2002	21-6-2001 22-6-2001 30-5-2002	ME-6, 7, 8, 9, 10, 43, 44, 45 & 46	" " "	" " "
4.	Sri. Bhaskaran K.	14,000	18-4-2002	20-5-2002	ME-36, 47, 48 & 49.	"	"
5.	Sri. M. Radhakrishnan.	10,000 30,000	Nil 16-05-2002	05-06-2002 05-06-2002	ME-37, 50, 51 & 52.	" "	" "
6.	Sri. Bhaskaran Nair N.	10,000	17-05-2002	05-06-2002	ME-53, 54, 55 & 56.	"	"
7.	Smt. Prabhavathi Bhanu	5,000	11-03-2002	05-06-2002	ME-57, 58, 59 & 60.	"	"
8.	Smt. T. Prasanna	1,000	31-12-2001	05-06-2002	ME-61, 62 & 63.	"	"
9.	Smt. Sobha Anilkumar	1,000	27-03-2002	05-06-2002	ME-64, 65, 67 & 68.	"	"
10.	Akru (Minor)	200	27-03-2002	05-06-2002	ME-66, 69 & 70.	"	"
11.	Sri. N. Damodhara Kurup	6,000	08-04-2002	05-06-2002	ME-71, 72, 73 & 74.	"	"
12.	Sri. C. J. Jacob	11,000	08-05-2002	21-05-2002	ME-75, 76 & 77.	"	"
13.	Smt. Prasanna R. Nair	5,000	02-04-2002	19-06-2002	ME-78, 79, 80 & 81.	"	"
14.	Sri. Sasankan B.	25,000 2,500	27.04.2002 Nil	Not remitted "	ME-82, 83 & 84.	" "	" "
15.	Sri. Manis M.A.	6,000 5,000 (withdrawn) 20,000	20-4-2002 22-05-2002 14-05-2002	Not remitted Not Withdrawn		" " "	" " "
			25-05-2002		ME-85, 86, 87 & 88.		
16.	Sri. Vidadharan G.	2,000	18-03-2002	Not remitted	ME-89, 90 & 92.	"	"
17.	Smt. Mony Vidyadharan	3,000	18-03-2002	Not remitted	ME-91 & 93.	"	"
18.	Sri. Remesan K.	20,000	21-12-2001	06-06-2002	ME-94, 95, 96 97 & 98.	"	"
19.	Sri. Raveendran N.	8,500	01-11-2001	17-6-2002	ME-99, 100, 101 & 102.	"	"
20.	Ms. Suvarnakumari J.	5,000	08-4-2002	Not Remitted	ME-104, 105 & 106.	"	"

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
21.	Smt. B. Vasantha	7,500	23-04-2002	Not Remitted	ME-107, 108 & 109.	"	"
22.	Sri. P. Podiyan	4,000 3,800	08-04-2002 12-04-2002	24-04-2002 Not remitted	ME-110, 111, 112 & 113.	"	"
23.	Sri. S. Mahendran	41,000	20-05-2002	Not remitted		"	"
24.	Sri. C. I. Joseph	5,000	11-09-2001	Not remitted	ME-118, 119 & 120.	"	"
25.	Smt. Suseela Gopalan	10,000	02-05-2002	Not remitted	ME-121, 122 & 123.	"	"
26.	Smt. Mariamma	15,000	23-03-2002	Not remitted	ME-124 125 & 126.	"	"
27.	Sri. P. K. Jayakumar.	5,000	09-11-2001	18-06-2002	ME-127, 128, 129 & 130	"	"
28.	Sri. K. R. Santhosh.	5,000	22-03-2002	06-04-2002	ME-131, 132, 133 & 134.	"	"
29.	Sri. N. Sasi.	6,000	20-05-2002	Not remitted	ME-135, 136 & 137	"	"
30.	Sri. S. Balaraman Pillai	8,000	10-04-2002	Not remitted	ME-138, 139 & 140.	"	"
31.	Ms. Anija Prakash.	15,000 7,000 6,000 2,000 (withdrawn)	21-03-2002 30-03-2002 Nil Nil (withdrawn)	04-05-2002 Not remitted Not remitted Not Withdrawn	ME-141, 142, 143 & 144.	"	"
						"	"
						"	"
						"	"
32.	Sri. Ravikishore B	2,750	06-04-2002	Not remitted	ME-145, 146 & 147	"	"
33.	Sri. Pankajakshan Pillai	38,000	11-05-2002	Not remitted.	ME-148, 149 & 150.	"	"
34.	Sri. K. Ajitkumar	25,000 10,000 20,000 10,000	22-04-2002 19-05-2001 14-05-2001 21-05-2001	19-06-2002 25-06-2002 23-05-2001 23-07-2001	ME-151, 152 153, 154 155 & 156	"	"
						"	"
						"	"
						"	"
35.	Ms. Jane Varkey	5,000 1,000	06-05-2002 20-05-2002	20-05-2002 Not remitted	ME-157, 158 & 159	"	"
						"	"
36.	Sri. K. G. Sukumara Kurup	8,500	04-03-2002	Not remitted	ME-160, 161 & 162	"	"
37.	Ms. Sheeja U.	3,000	13-09-2001	13-09-2001 (Rs. 1600 alone remitted)	ME-163, 164 & 165.	"	"
38.	Smt. Sari Chandran	500	27-04-2002	Not remitted	ME-166, 167 & 168	"	"
39.	Sri. Vamadevan	10,000	27-03-2002	06-04-2002	ME-169, 170, 171 & 172	"	"
40.	Sri. V. Rajan	2,000	Nil	Not remitted	ME-173, 174 & 175	"	"
41.	Sri. Nainan David	6,000	08-03-2002	Not remitted	ME-176, 177 & 178	"	"
42.	Smt. K. Karthiyayini	2,300	22-02-2002	Not remitted	ME-179, 180 & 181	"	"

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
43.	Smt. Radha Jayadas	2,000	06-03-2002	Not remitted	ME-182, 183 & 184	"	"
44.	Smt. J. Radhamma	1,500	19-03-2002	Not remitted	ME-185, 186 & 187	"	"
45.	Ms. Shailaja Senan	26,000	25-05-2002	Not remitted	ME-188, 189 & 190	"	"

8. The aforementioned documentary evidence as well as the testimony of MWs.1 to 4 leave no room for doubt that the workman had committed fraud and misappropriation of money of customers. MW1 was Manager (Admn.) of Devikulangara Branch from May 2002 to May 2005. MW2 was the Principal Officer of Devikulangara Branch from May 1999 to April 2003. MW3 was in Vigilance Department as Sr. Manager from May 1999 to May 2004. He conducted the investigation. MW4 is the Branch Manager, Devikulangara Branch since May 2004. It is needless to mention that as against the above mentioned clinching evidence (schedule) in support of the charges there is no contra evidence except Ext. DE1 judgment in CC 739/2002.

9. A complaint was lodged by the management with the police. After investigation a charge sheet was laid before Judicial Magistrate of the First class, Kayamkulam and was taken on file as CC 739/2002. After the trial as per judgment dated 21-12-2005 he was acquitted of all the offences. Ext.DE1 is copy of the judgment. According to the learned counsel for the worker, after the acquittal it was not proper or legal for the management to have proceeded with the domestic enquiry. It is to be noted that unless the evidence and issues in both proceedings are identical the finding in the criminal case cannot affect the domestic enquiry. The position is clarified in TNCS Corporation Ltd. V. K. Meerabhai, (2006) 2 SCC 255. There are a series of acts in respect of different transactions in different dates. Some of the transactions are subject matter of criminal complaint, but not all. Whereas in the domestic enquiry all transactions are enquired into. Out of 29 witnesses examined in the criminal case PW1 and 3 alone are common witnesses both in criminal case and domestic enquiry. Most of the other witnesses in the criminal case are customers whose accounts were meddled with by the workman. Four documents were marked in the criminal case as Exts.P1 to P4. Out of them only Ext.P3 series relate to alleged transactions. In the domestic enquiry 202 documents were marked as Exts.ME1 to 202. Thus it is clear that though the offences in all the transactions are of the same kind criminal complaint pertains only to some of the offences and certain transactions. However in the domestic enquiry all the transactions and incidents were enquired into. Thus the facts, evidence and offences or misconduct involved are not common. Hence the acquittal in the criminal case cannot be a bar in proceeding with the domestic enquiry.

10. There is ample evidence on record to prove the misconduct alleged against the workman. The findings of Enquiry Officer suffer from no lapses or lacuna.

11. **Point No. 3:**—The punishment imposed is dismissal without notice. It is contended by the workman that the Disciplinary Authority had not taken into consideration the past unblemished service of the workman while imposing the punishment. He is unemployed ever since the suspension and he is in penury. It is to be noted that the instances of misconduct are numerous and the charges are grave. The case of 45 account holders are brought to light in the enquiry. The amount misappropriated comes to the tune of Rs.5,26,550. Some amounts were remitted by the workman and his brother-in-law to make good the loss. The remaining amount to be remitted comes to Rs. 2,37,750. The worker who had joined service in 1980 had gained experience in the banking business and misused his knowledge to commit fraud in respect of so many transactions of so many customers. The faith of the people and the fame of the institution are affected by the conduct of the workman. Honesty and integrity must be the integral part of the life of a bank employee. A bank's asset is its employees' honesty and good behaviour. The customers feel free to deal with a bank having the above qualities. The faith and trust reposed by the customers are breached when dishonesty and deceit are deployed in dealing with their money. The management cannot tolerate employees with no integrity. The fact that the workman has no alternate employment cannot be a mitigating circumstance in a case of this nature where grave allegations of a series of fraud and misappropriations are involved. The punishment is commensurate with the gravity of the offence and I find no reason to interfere with the punishment.

In the result an award is passed finding that the action of the management in dismissing the workman from service is legal and justified and he is not entitled for any relief.

12. The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of August, 2010.

P.L. NORBERT, Presiding Officer

Appendix

Witness for the Workman	-	Nil.
Witness for the Management	-	Nil.
Exhibit for the Workman	-	Nil.
Exhibits for the management		
M1	-	Enquiry File.
M1 (a)	-	" "

नई दिल्ली, 23 अगस्त, 2010

का.आ. 2341.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 319/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-2010 को प्राप्त हुआ था।

[सं. एल-12011/158/2001-आई आर (बी-II)]

पुष्पेन्दर कुमार, डेस्क अधिकारी

New Delhi, the 23rd August, 2010

S.O. 2341.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 319/2001) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 23-08-2010.

[No. L-12011/158/2001-IR(B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDARA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. I. D. No. 319/2001

The President, Punjab National Bank Workers Union
(NZ) EG 810-A, Mohalla Gobindgarh, Jalandhar-124001

...Applicant

Versus

The Senior Regional Manager, Punjab National Bank,
Regional Office, Rohtak-124001

...Respondent

APPEARANCES

For the Workman : None

For the Management : None

AWARD

Passed on : 02-08-2010

Central Government vide notification no. L-12011/158/2001-IR(B-II) dated 28-11-2001, has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Punjab National Bank in removing Shri Daya Nand Yadav

from service and imposing the penalty of recovery of Rs. 53,570 is just and legal? If not, so, what relief the workman is entitled to?”

2. The case is taken up for hearing today, No one is present for the parties. It is the oldest industrial dispute and the reference pending adjudication before this Tribunal. since 2001 and already nine years old. On last two dates workman does not ensure his presence. It appears that the workman is not interested in perusing the matter. I have no option otherwise than to return the reference to the Central Government without adjudication for non-prosecution because of absence of the workman. Central Government be informed. File be consigned.

02-08-2010

G.K. SHARMA, Presiding Officer

नई दिल्ली, 23 अगस्त, 2010

का. आ. 2342.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 11/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-08-2010 को प्राप्त हुआ था।

[सं. एल-12011/201/99-आई आर (बी-II)]

पुष्पेन्दर कुमार, डेस्क अधिकारी

New Delhi, the 23rd August, 2010

S.O. 2342.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2006) of the Central Government Industrial Tribunal-cum-Labour Court-I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda, and their workman, which was received by the Central Government on 23-08-2010.

[No. L-12011/201/99-IR(B-II)]

PUSHPENDER KUMAR, Desk Officer

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
No. 1, KARKARDOOMA COURTS COMPLEX, DELHI
ID No. 11/2006**

The General Secretary,
Bank of Baroda Employees Union,
4824/24, Ansari Road,
Daryaganj,
New Delhi-110002

...Workman

Versus

The General Manager,
Bank of Baroda.
16, Sansad Marg,
New Delhi-110001

... Management

AWARD

Ex-servicemen are reemployed by Bank of Baroda (hereinafter referred to as the Bank) as armed guards. Salary received by those ex-servicemen, at the time of their discharge from armed forces, is to be protected while fixing their salary by the bank at the time of re-employment. Their basic pay, dearness allowance, good service/conduct pay, drawn at the time of their discharge from armed forces are to be taken into account while protecting their salary, for the purposes of fixation of their pay by the bank. They are to receive special allowance of Rs. 101 PM, while working as armed guards with the bank.

2. Bank of Baroda Employees Union (hereinafter referred to as the Union) is registered under the Trade Union Act, 1926. The Union represents majority of employees, working in various branches/offices of the bank, in Union Territory of Delhi. The members of the Union are clerks, cashiers, peons, armed guards, watchmen and sweepers etc. About 80 armed guards/watchmen are members of the union.

3. Circular dated 7th of November, 86 was issued by the bank, explaining formula to be followed for determination of basic pay of ex-servicemen armed guards. In pursuance of the said circular, pay received by them, at the time of their discharge from armed forces, was protected and their basic pay and dearness allowance was fixed by the bank in such a manner as to protect basic pay, dearness allowance, good service pay and class pay received by them, from the armed forces. Special allowance was paid to them, after protection of their pay as referred above. It was not considered as part of their basic pay, for the purposes of protection of their pay received by them at the time of discharge from armed forces. In January, 1993 instructions were received by the bank from Ministry of Finance, Banking Division, Government of India, New Delhi, to the effect that special allowance forms part of the basic pay and it should be considered while re-fixing pay of armed guards. In compliance of the said circular pay of the armed guards re-employed by the bank, were re-fixed. On re-fixation of their pay. Armed guards received lesser emoluments than those which were received by them in pursuance of circular dated 7th of November, 86.

4. Protest was raised by the armed guards, in respect of their fitment of pay by the Bank in pursuance of circular issued in January, 1993. They demanded withdrawal of the

said circular. The Union took up the issue with the bank. When needful was not done, the Union raised a dispute before the Conciliation Officer. Since conciliation proceedings failed, failure report was submitted to the appropriate Government by the Conciliation Officer. Vide order dated 25.5.2000, the appropriate Government declined to refer dispute for adjudication.

5. A writ petition was filed before High Court of Delhi, assailing order of refusal by the appropriate Government, to make a reference for adjudication. The writ petition was dismissed by the Writ Court. Later Patent Appeal No.439/2003 was filed, which came to be disposed of by the Division Bench of the High Court on 19-12-05. In pursuance of missives given by the High Court, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12011/2011/99-IR(B-II). New Delhi dated 19th of April, 2006, with following terms :

"Whether the instructions/guidelines/clarifications issued by the management of Bank of Baroda in the matter of fixation of pay of Ex-servicemen re-employed as armed guards in Public Sector. Banks is justified and legally valid? Whether the allegations of Bank of Baroda Employees Union that the service conditions of armed guards were altered to their disadvantage by the management is correct. If so, what relief is the disputants/union concerned is entitled to?"

6. Claim statement was filed by the union pleading therein that members of the Union composed of the award staff, viz clerks, cashiers, peons, armed guards, Watchmen, sweepers and other categories. They are workmen as defined by the Industrial Disputes Act, 1947 (in short the Act). Service conditions of Bank employees are governed by various awards as well as industry level bipartite settlements entered into between the parties. Clause 5.6 of 1st Bipartite Settlement provides that special allowance is to be paid to certain categories of workmen, to compensate them for performance or discharge of certain additional duties and functions requiring greater skill or responsibilities, over and above routine duties and functions of a workman in the same cadre. A workman is entitled to special allowance so long he is in-charge of such work or performed such duties which attract such allowance. Special allowance by no stretch of imagination, can be considered as basic pay or in the nature of basic pay, since it is payable for performance or discharge of certain additional duties and functions requiring greater skill and responsibilities over and above routine duties of the cadre. Recipient of special allowance may exercise his option to forego special assigned job and special allowance, without any variation of his basic pay. Various armed guards, watchmen and stenographers, employed by the bank, fall in the cadre of award staff.

7. Fitment formula for ex-servicemen, reemployed as armed guard by the bank, was circulated on 4-8-84 and 7th of November, 86. In circular dated 7-11-86 it was provided

that pay fixation on re-employment of ex-servicemen would be done by protecting their basic pay plus dearness allowance drawn by them at the time of their release from armed forces. Basic pay plus dearness allowance, with reference to the protection was to be determined, after deducting dearness allowance admissible to bank employees and relevant stage of basic pay was to be ascertained after deducting dearness allowance admissible, from the figure protected. Circular referred above was given effect from 1st of July, 83 and as such armed guards employed on 1st of July, 83, or thereafter become entitled to benefits flowing from that circular. Special allowance, paid to the armed guards, was not taken into account for arriving at final fitment, for protecting pay last drawn by ex-servicemen, at the time of their discharge from armed forces.

8. On 7th of January, 1993 the bank issued a circular, detailing therein that the fitment formula special allowance would be taken into consideration, while protecting last pay drawn by ex-servicemen armed guards. The bank revised fitment formula, which resulted in reducing existing salary of a large number of ex-servicemen, armed guard ranging from Rs. 400 to Rs. 1000 PM. The circular so issued by the bank, is arbitrary, illegal and bad in law. It had discriminatory effect and violates provisions of Article 14 and 16 of the Constitution.

9. Circular dated 7-1-1993 affects change in service conditions of armed guards, to their detriment. No notice, as provided by Section 9-A of the Act was served upon those armed guards, who were affected by such change of service conditions. The said circular is liable to be discarded on that count too. The circular was given retrospective effect, without any reasons in that regard. Service conditions of the armed guards cannot be altered from a retrospective date. Though it was mentioned by the bank in the circular that it was based on directions of the Government of India, yet those directions were not brought to the notice of the Union. It has been claimed that guidelines/instructions issued by the Bank, vide circular dated 7-1-1993, may be declared unjustified, illegal and invalid and salary of the armed guards may be restored to the stage at which they were drawing prior to the issuance of the circular under reference.

10. The Bank demurred the claim pleading that the appropriate Government reviewed its order dated 25-5-2000, without any fresh additional matter for consideration. The reference of the dispute is bad, since no material was available with the appropriate Government for consideration, after it declined to refer the dispute vide order dated 25-5-2000. Since the dispute was bad, this Tribunal has no jurisdiction to entertain it. There was a memorandum of understanding, entered into between the bank and the Union during the conciliation proceedings, hence appropriate Government was not competent to make reference of the dispute, during currency of the period of the said memorandum of understanding. A claim has been

made that the bank is a State under Article 12 of the Constitution and bound to follow policy decisions and guidelines issued by the Government of India. In circular dated 7-1-93 it was provided that a special allowance paid to armed guards could be treated in the nature of basic pay. Pay fixation of the armed guards who joined service of the bank on or after 13-3-92 was to be fixed again by reopening their cases and recovery of excess payment, if any, made to them was to be waived, since fixation of pay of ex-servicemen armed guards was done matter policy decisions and guidelines of the Government of India, which were statutory in nature, hence provisions of Section 9-A of the Act are not applicable to it. However the stage of conciliation proceedings it was agreed that old wage structure would be restored and thereafter the bank would comply with the provisions of Section 9-A of the Act. On 28th of May, 1996, the Union requested the bank to defer the matter relating to issuance of notice dated 12/13-4-96 under Section 9-A of the Act, which request was conceded to. A meeting was held on 20-6-1996 wherein it was requested that issuance of notice may be postponed for a period of 30 days, which request was also conceded to. Thereafter the Union started re-agitating the matter with a view to wriggle out of the agreement dated 4th of April, 1996, wherein it was agreed that the Bank may serve notice under Section 9-A of the Act in the matter. The Bank issued notice under Section 9-A of the Act to the concerned armed guards.

11. The Bank pleads that special allowance is pay which attracts dearness allowance, house rent allowance and also reckoned for payment of all terminal benefits viz. provident fund, pension and leave encashment etc. It has been denied that recipient of special allowance has a right or option to forego it. Circular dated 7-1-1993 has no retrospective effect. Re-fixation of pay was done in July, 1996, after giving opportunities to the concerned armed guards under Section 9-A of the Act. Bank simply implemented directives and guidelines of the Government of India. Salary of an employee is always subject to change and modification in terms of awards, settlements and Government guidelines. Claim put forward by the Union is devoid of merits and liable to be dismissed.

12. Shri Chand Singh Dahia (WW1) and Shri Ram Kishan (WW2) tendered their affidavits, Ex.WW1/A and Ex.WW2/A respectively, as evidence in the matter. They were cross examined at length on behalf of the management. Shri K. C. Hans tendered his affidavit Ex.MW1/A as evidence on behalf of the management. He was cross examined at length on behalf of the Union. No other witness was examined by either of the parties.

13. Arguments were heard at the bar. Shri C. S. Dahia, authorised representative, advanced arguments on behalf of the Union. Shri K. C. Hans, Senior Manager (HR), raised his submissions on behalf of the Bank. Written submissions were filed by the parties. I have given my

careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

14. Shri C. S. Dalia swears in his affidavit that service conditions of the bank employees are governed by various awards as well as industrial level bipartite settlements, entered into between the unions and Indian Bankers Associations. Shri Hans affirms that assertion and unfolds that terms and conditions of service of workman category, employed in the bank, are subject to terms of awards popularly known as Sastry Award and Desai Award, industry level bipartite settlements and bank level bipartite settlements, besides policy decisions, guidelines and directives issued by the Government to the bank from time to time. There are rules in force in the bank relation to regular recruitment, promotions and wage/salary fixation of award staffs. Payment of special allowance is also subject to the said awards and settlements, beside Government directives and policy decisions. Such allowance are payable to the specified category of workmen, performing duties in addition to routine duties, for which they are employed.

15. Provisions of Section 9-A of the Act were brought on the Statute Book with an object to prevent a unilateral action on the part of the employer, changing conditions of service to the prejudice of the workmen. Purpose for enacting this provision is to afford an opportunity to the workmen to consider the effect of proposed change and, if necessary, to present their point of view on the proposal and such consultation would further serve to stipulate a feeling of common joint interest of the management and workmen in industrial progress and increase productivity. Provisions of Section 9-A provide for procedure for alteration of conditions of service with respect to matters specified in Fourth Schedule to the Act, when there is no industrial dispute or conciliation proceedings pending. There is no provision in the Act, which may prohibit the management from altering conditions of service after following the procedure prescribed thereunder. What express provisions are to be complied with by the management, to know that it would be expedient to have a glance on provisions of Section 9-A of the Act, which are extracted thus :—

“9A Notice of change.— No employer, who proposes to effect any change in the conditions of service applicable to any workmen in respect of any matter specified in the Fourth Schedule, shall effect such change,—

- (a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or
- (b) within twenty-one days of giving such notice:

Provided that no notice shall be required for effecting any such change :—

- (a) where the change is effected in pursuance of any settlement or award ; or
- (b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply”.

16. An employer is enjoined to give a notice to workmen, in the prescribed manner, when he proposes to effect change in conditions of service applicable to the workmen, in respect of any matter specified in Schedule Four appended to the Act, before effecting such change. Rule 34 of the Industrial Disputes (Central) Rules, 1947 (in short the Rules) prescribes that notice as provided in Form ‘E’, shall be given to the workmen. Procedure is given therein to give such a notice. The employer is enjoined to effect proposed change within 21 days of the notice. Provisions of Section 9-A of the Act would apply, when employer proposes to effect changes in conditions of service and not to a case where certain conditions of service become applicable to the employees by operation of law. In other words, the change contemplated by this section is one which employer has volition to make or not to make. Where an employer is compelled to give effect to any statutory rule or order which brings about change in terms of employment such change would not fall within the ambit of this section. Reference can be made to the precedent in Hemant Kumar Gupta (1982 Lab. I.C. 1435).

17. Proviso to Section 9-A dispenses with the requirement of notice made following cases (a) where the change is effected pursuant to any settlement or award or (b) where the workman likely to be affected by the change are the persons to whom the following statutory rules apply. (i) Fundamental and Supplementary Rules, (ii) Civil Services (Classification, Control and Appeal) Rules, (iii) Civil Services (Temporary Services) Rules, (iv) Revised Leave Rules, (v) Civil Service Regulations, (vi) Civilian in Defence Services (Classification, Control and Appeal) Rules, (vii) Indian Railway Establishment Code or (viii) any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette.

18. As noted above, a notice is dispensed with only in the case of such persons, who are governed by the rules which are specified hereinabove or “any other rules or regulations” that may be notified in this behalf by the appropriate Government in the Official Gazette. The proviso cannot be construed to mean that if an employee is

governed by the rules other than those mentioned therein, the employer in such a case must give a notice of change before he complies with the statutory rules or orders which has not been made or issued by him. It may, however, be a different matter if the employer himself is the statutory authority to make rules or issue orders relating to conditions of service. In such a situation, it would be expedient on an employer to comply with the provisions of Section 9-A, unless case is brought within the exceptions contained in the proviso.

19. Whether proviso appended to Section 9-A of the Act was attracted in the controversy? Shri Hans swears that conditions of service of workmen category are subject to terms of awards and settlements popularly known as Sastry Award, Desai Award, industry level bipartite settlement and bank level bipartite settlements, besides policy decisions, guidelines and directives issued by the Government from time to time. Therefore, out of facts unfolded by Shri Hans, it is evident that conditions of service of award staff of the Bank is to be decided on the strength of "collective bargaining". The Union may raise a demand before the Bank and the parties may negotiate and arrive at a settlement relating to conditions of service of the award staff. It is clear that conditions of service relating to award staff of the Bank are to be settled by way of an agreement between the Bank or Banker's association on one hand and the Union on the other. It is so done with a view to protect award staff as a class against unfair labour practice. Therefore, it is evident that for settlement of conditions of service of an award staff of the bank, the process of "collective bargaining" is adopted. When a settlement is arrived at, by a process of "collective bargaining", it decides service conditions of award staff of the bank. Consequently it is evident that no case has been projected that circular dated 7th of January, 1993, was issued in pursuance of any settlement or award relating to service conditions of award staff of the Bank. To bring the case within the extent provided in clause (a) of the proviso to Section 9-A, the Bank ought to have produced evidence to this effect that the circular under reference was issued in pursuance of any settlement or award arrived at between the parties, touching their service conditions. Consequently it is not a case which is exempted by clause (a) of proviso appended to Section 9-A of the Act.

20. No case has been projected by Shri Hans to the effect that rules enlisted in clause (b) of proviso appended to Section 9-A were governing service conditions of the armed guards employed by the bank. Though he asserts in his affidavit that there are well defined rules for regulating recruitment, promotions and wage/salary fixation of the award staff in the bank, yet, he admits during the course of his cross examination that award staff is governed by bipartite settlements in the matter of their service conditions. Hence, Shri Hans negates the proposition that service conditions of award staff of the Bank are governed by any

other rules or regularisations, which were notified in their behalf by the appropriate Government in official gazette. No case was projected on behalf of the bank to show that it was under an obligation to comply with rules or regulations, notified by the appropriate Government in official gazette, relating to service conditions of the award staff. No case for exemption provided in clause (b) of proviso to Section 9-A of the Act emerge out of facts unfolded by the parties. Policy decisions, guidelines and directives issued from time to time by the Government of India should have been notified in the official gazette, touching conditions of service of the award staff, to reach the status of exemption provided by clause (b) of proviso appended to Section 9-A of the Act. Any policy decision guideline and directives issued by Government of India to the bank relating to service conditions of the award staff will not exempt the bank from the provisions of Section 9-A of the Act, in case it is not notified in the official gazette, in that regard. Circular under reference was not notified by the Government of India in official gazette, to answer the legislative intent provided by clause (b) of the proviso to the aforesaid section. No case has been projected on behalf of the bank that the appropriate Government has exempted it from application of the provisions of Section 9-A, by way of issuance of a notification, as provided by Section 9-B of the Act. Therefore, it is evident that the Bank cannot by pass the provisions of Section 9-A of the Act, in case it proposes to affect any change in conditions of service applicable to its award staff.

21. Shri Hans swears in his affidavit Ex. MW/A that the Union filed an application before the Conciliation Officer raising an industrial dispute, alleging that conditions of service of armed guards were changed by the bank, without issuing of notice under Section 9-A of the Act. Reply to the said application was submitted, which reply was annexed with the written statement as annexure 'C'. On advice of Conciliation Officer, the bank and the Union arrived at a memorandum of understanding on issue of notice under Section 9-A, which memorandum of understanding was annexed as annexure "D" to the written statement. In pursuance to the said memorandum of understanding bank issued notice under Section 9-A of the Act to the concerned employees. During the course of his cross examination he projects that those notices are Ex. WW1/M1 to Ex. WW 1/M4. Notices were sent to armed guards in 1996 and their salaries were reduced w.e.f. January, 1993. However, he hastens to add that no recovery was made in respect of the salary, which was already paid to them.

22. Shri Chand Kishan Dahia concedes during the course of his cross examination that during pendency of the dispute before the Conciliation Officer and understanding was arrived at between the management and the union, copy of which understanding is Ex. WW1/M1. It was agreed between the parties that the bank shall restore salary of the

armed guards to original position and thereafter notice under section 9-A of the Act would be served on concerned workmen. Notice issued to the workmen are Ex. WW 1/M2 to Ex. WW1/M4. He claims that these notices are not under Section 9-A of the Act. Shri Ram Kishan is silent on issues relating to service of a notice under section 9-A of the Act on him.

23. When facts testified by rival parties are appreciated, it came to light that memorandum of understanding was arrived at between the parties on 4-4-1996, during the course of conciliation proceedings. When Ex. WW1/M1 was perused, It came to light that the Conciliation Officer recorded facts to the effect that main issue raised before him by the union was that while effecting change in wage structure of armed guards by way of re-fixation on lower side, notice under section 9-A of the Act ought to have been given. He takes note of item 1 of Fourth Schedule appended to the Act and asserts that for effecting change in conditions of service in wages, indicating the period and mode of payment, a notice is required to be given under section 9-A of the Act. On his suggestion management agreed to comply with the provisions of section 9-A of the Act and restore old wage structure and to effect change, only after issuance of a statutory notice. Therefore, it is evident that the dispute raised before the Conciliation Officer was withdrawn by the Union in pursuance of the said memorandum of understanding, arrived at between the parties. It is not a matter of dispute that in pursuance of the said memorandum of understanding old wage structure was restored and issue raised before the Conciliation Officer was not agitated any further.

24. As testified by the parties notice Ex. WW1/M2, Ex. WW1/M3 and Ex. WW1/M4 were served on Satpal Singh, Dharam Singh Daral and Mahender Singh. The bank claims that these notices were served under section 9-A of the Act, while the Union asserts that they were not within the ambit of the said section. Therefore, it becomes expedient to ascertain as to whether the aforesaid notices were in compliance to the requirement of Section 9-A of the Act. For an answer it is necessary to peruse contents of those notices. Notice Ex. WW1/M2, served on Satpal Singh runs as follows:

RO/DC R/II/STF/96

Date 12-04-96

Mr. Sat Pal Singh.

EC No.61202,

Sub-Staff cadre (Armed Guard),

Bank of Baroda,

Bhogal Branch,

New Delhi.

Dear Sir,

Re: Your Salary Fixation.

We write to inform you that your salary was refixed in terms of the guidelines issued by the bank.

You would be aware that in the month of November, 93 you, have been given the salary as per following details :—

Salary for the month of November, 93

1. Basic Pay	Rs. 1280/-
2. D.A.	Rs. 1425/- (this includes DA on special allowance)
3. CCA	Rs. 75
4. HRA	Rs. 166
5. Special Allowance	Rs. 101
6. Washing Allowance	Rs. 33
7. T. A. A.	Rs. 10
Gross Emoluments	Rs. 3100

Further we may advise that the Bank of Baroda Employees Union, Delhi has taken up your case before the Regional Labour Commission (Central), New Delhi for compliance of Section 9-A of the Industrial Disputes Act, 1947. The re-fixation of your salary was done to comply with the guidelines issued by the Bank which has the approval of Banking Division, Ministry of Finance, Government of India, through Indian Banks Association.

The position as exists do not attract compliances of Sec. 9-A of the Industrial Disputes Act, 1947; however, at the suggestions of the Conciliation Authority, it was agreed to comply with the Section 9-A of the Industrial Disputes Act, 1947 and to restore the old wage structure. After compliance of the Section 9-A of the Industrial Disputes Act, 1947; the effect of change shall continue in terms of the Bank's guidelines as aforesaid about re-fixation of your salary. In other words the re-fixation of salary already done shall be effected.

To comply with Section 9(A) of the Industrial Disputes Act, 1947, you shall draw your salary for the month of April, 1996, as under :

1. Basic	Rs. 2720
2. Spl. Allow.	Rs. 194
3. CCA	Rs. 122
4. HRA	Rs. 350
5. D.A.	Rs. 1081/- (DA on special allowances included)
6. Washing Allow.	Rs. 33
7. P.D.A.	Rs. 135
Gross	Rs. 4655

Yours faithfully,

Sd/-

Asstt. Gen. Manager

25. The Fourth Schedule, appended to the Act, make it clear that the notice under section 9-A is required only in

case of proposed change in conditions of service, in respect of any matter specified in it. As commanded by the legislature, no employer shall effect any change in conditions of service applicable to any workman, without giving him a notice in the prescribed manner of the nature of the change proposed to be effected. Therefore, it would be in the fitness of the things to know as to what is the manner prescribed for service of such a notice. For an answer we have to take notice of the provisions of rule 34 of the Rules, which are extracted thus :

“34. Notice of change.- Any employer intending to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule to the Act shall give notice of such intention in Form E.

The notice shall be displayed conspicuously by the employer on a notice board at the main entrance to the establishment in the Manager's Office;

Provided that where any registered trade union of workmen exists, a copy of the notice shall also be served by registered post on the secretary of such union.

26. Form 'E' prescribes the form of notice, which is also reproduced thus :

FORM E
(see rule 34)

Notice of Change of Service Condition Proposed by an Employer

Name of employer.....

Address.....

Dated the.....day of20

In accordance with section 9A of the Industrial Disputes Act, 1947 I/we hereby give notice to all concerned that it is my/our intention to that the change/changes specified in the annexure, with effect from.....of the conditions of service applicable to workmen in respect of the matters specified in the fourth Schedule to the said Act.

Signature.....

Designation.....

ANNEXURE

(Here specify the change/changes, intended to be effected)

Copy forwarded to :

(1) The Secretary of registered trade union, if any;

(2) Assistant Labour Commissioner
(Central).....

.....(here enter office address of the
Assistant Labour Commissioner (Central) in the
local area concerned;

(3) Regional Labour Commissioner (Central).....

.....Zone;

(4) Chief Labour Commissioner (Central), New
Delhi.

27. As projected above a notice of an intention to effect change in conditions of service, applicable to a workman in respect of any matters specified in the Fourth Schedule, shall be served by the employer by way of displaying such notice conspicuously on a notice board at the main entrance to the establishment in the Manager's Office and where a registered Trade Union exists, a copy of notice shall be served by registered post on the Secretary of such union. It is not the case of the Bank that the notice Ex. WW1/M2 to Ex. WW1/M4 were displayed conspicuously on a notice board at the main entrance of the establishment and a copy of those notices were sent to the Secretary of the Union by way of registered post. Service of notice under section 9-A of the Act shall be effected by way of procedure prescribed above. No other any manner of service is available to the employer when he intends to effect change in conditions of service applicable to any workman. in respect of matters specified in the Fourth Schedule to the Act. Here in the case notices were sent personally to three workmen. It was not displayed conspicuously at the notice board on the main entrance of the establishment of the management nor sent to the Secretary of the Union.

28. Why such mode of service was provided by rule 34 of the Rules? Answer is simple. As noticed above the object of the Act is to protect workman against victimization by the employer and ensure termination of industrial dispute in a peaceful manner. The Act however, does not provide for any set of social and economic principles for adjustment of conflicting interests. Such norms have been evolved and devised by industrial adjudication, keeping in view the social and economic conditions, the needs of the workmen, the requirement of the industry, social justice, relative interests of the parties and common good. These norms have given rights to the industrial employees what may be called industrial rights, as such rights may not be available at common law. Disputes as to the conditions of employment can be resolved by resorting to a technique known as "collective bargaining". This tool is resorted to between an employer or group of employers and a bonafide labour union. Policy behind this is to protect workmen as a class against unfair labour practices.

29. The manner prescribed for service of a notice under section 9-A of the Act highlights that the legislature was of the view that such notices may be brought to the notice of the workmen as a class so that they may resort to the method of collective bargaining" on issues relating to conditions of their service, in which a change is intended to be effected by the employer. Collective bargaining, being the order of the day, in democratic social welfare state the employer has been saddled with a duty to serve a notice under section 9-A

of the Act in such a manner so that the workmen may resort to tool of "collective bargaining" to sort out the issues, in respect of which a change is intended to be effected. When notices were served personally on three workmen, without displaying it conspicuously on notice board at main entrance of the establishment and without sending a copy of it to the Secretary of the Union by registered post, the Bank attempted to put those workmen in isolation. By not serving notice in the manner prescribed, the Bank tried to disassociate three workmen from the other workman as a class or from their registered union. Class of workmen, who ought to have been served with notice under section 9-A of the Act, furnishes real nexus between the issues and the parties, in respect of which the change was intended to be effected by the bank. Therefore, it is clear that the notices referred above were neither intended to be served nor served in a manner prescribed by the Rules. Consequently, I am constrained to conclude that the bank had failed to comply with the provisions of section 9-A of the Act and rule 34 of the Rules, when it attempted to give a notice of its intention to effect change in wage structure of armed guards. Without service of notice under section 9-A of the Act, the bank was not competent to effect change in conditions of service relating to wage structure of ex-servicemen armed guards.

30. Circular Ex. MW1/1 was issued by Assistant General Manager of the Bank. In the said circular, it has been projected that certain clarifications were issued by Indian Bank Association regarding terms of special allowance, while arriving at pay fixation of ex-servicemen re-employed in the bank. Those clarifications are as follows:

"In terms of extending instructions, pay of fixation of ex-servicemen appointed in bank, is done on the basis of protection of pay plus dearness allowance drawn by them at the time of their release from Armed Forces. The basic pay fixed in the banks plus dearness allowance thereon should be the same or slightly higher than the amount of protected pay;

The Government of India, Ministry of Finance (Banking Division) desired that it be clarified to all the banks that it would be necessary to ensure that the basic pay plus dearness allowance, the special allowance for armed guards/watchmen are taken into account while protecting the last drawn basic pay and dearness allowance thereon at the time of retirement/discharge from the service of armed forces as the special allowance is in the nature of basic pay.

The protection as above (i.e. with special allowance component) would also be relevant if the ex-servicemen are recruited as stenographers or at some other allowance carrying position in clerical subordinate grades."

31. All Regional/Zonal Authorities were advised to reopen past cases, where ex-servicemen were recruited at special allowance carrying post, and to arrange for re-fixation of their basic pay in terms of above guidelines contained, in

circular Ex. MW1/1 and effect recovery, if any, as applicable. Therefore, it is evidence that the above circular intends to effect change in wage structure of ex-servicemen armed guards employed by the Bank. Shri Ram Kishan had proved his appointment letter as MW1/1 wherein he was told that his starting salary was Rs. 815 besides dearness allowance and other allowances as admissible under Fifth Bipartite Settlement. He was also reformed that special allowance of Rs. 101 PM would be paid for the period when he would be employed as an armed guard, perform duties specified for that post and would be armed with a fire arm. It was stipulated therein that the special allowance would be discontinued from the date he seizes to perform specified duties of armed guard and would be relieved of the firearm. Therefore, contract of service, entered into between Shri Ram Kishan and the bank, on the strength of Ex. WW2/1 highlight that besides basic pay, dearness allowance and other allowances admissible under Fifth Bipartite Settlement, he would be paid a sum of Rs. 101 PM as special allowance till he performs specified duties of an armed guard and not relieved of the firearm. It is an admitted case of the parties that pay (basic pay, dearness allowance, good service pay and class pay) received by Shri Ram Kishan at the time of his discharge from the Indian Army was to be protected by the bank while fixing his pay. For fixation of his pay basic pay plus dearness allowance admissible to the bank employees was to be taken into consideration and relevant stage of basic pay was to be determined after deducting dearness allowance admissible to bank employees, from the figure of pay to be protected. In arriving at the basic pay, which was to be protected, the special allowance was not to be taken note of as per Ex. WW2/1. This remained the position till circular Ex. MW1/1 was issued. As noted above guidelines/instructions/clarifications issued by Ministry of Finance, Banking Division, Government of India, were neither notified in official gazette by the appropriate Government as contemplated by clause (b) of the proviso to section 9-A of the Act nor the bank was exempted from the provisions of Section 9-A by the appropriate Government by way of notification in official gazette, under the provisions of section 9-B of the Act. Therefore, the circular Ex. MW1/1, on the strength of which special allowance was to be considered as part of the pay affects conditions of service of ex-servicemen armed guards relating to their wage structure, to their detriment. Instructions contained in circular Ex. MW1/1 were given effect to in violation of the provisions of Section 9-A of the Act, hence action of the management cannot be termed as legal or justified. Issue raised in proposition No. 1 of the term of reference is answered against the bank.

32. Shri K.C. Hans admits that in pursuance of circular Ex. MW1/1 salaries of armed guards were re-fixed and decreased. He highlights that fitment formula, contained in Government guidelines, was taken into account for re-fixation of salary of armed guards. For that purpose special

allowance was treated as basic pay while re-fixing wages of the armed guards. Circular Ex. MW1/1 applied to a section of armed guard only, deposes Shri Hans, Shri Chand Singh Dahia projects in his affidavit Ex WW1/A that revised fitment formula resulted in reduction of salary of a large number of ex-servicemen armed guard ranging from Rs. 400/- to 1000/- pm. Shri Ram Kishan unfolds that at the time of his appointment his salary was fixed at Rs. 815/- besides gun allowance. Later on his salary was fixed at Rs. 1050/- besides gun allowance of Rs. 101/- w.e.f. 6-3-1990. In 1993, on the strength of circular Ex. MW1/1 his salary was refixed at Rs. 1050/- which was fixed by the bank in March, 1990. He was brought down by three stages. Therefore, the evidence brought over the record by the parties is consistent on the issue. The evidence so brought, highlights that service conditions of armed guards were altered to their disadvantage by the bank on the basis of the circular referred above. Proposition No. 2 raised in the terms of reference is answered accordingly.

33. As held above the management was under an obligation to serve notice under Section 9-A of the Act, in the prescribed manner, before effecting change in the wage structure of ex-servicemen armed guard. No notice in the prescribed manner was served on ex-servicemen armed guards, which fact denounces legality and validity of the action of the management. The terms of the reference can be answered on these propositions alone. However, the issues raised by the parties to the effect as to whether "special allowance" forms part of the basic pay, requires considerations. For an answer to this proposition, one has to consider as to what is pay. Pay is money paid to an employee for services tendered by him. Money given in recompense or return for work, determined by pay grade and length of service, is commonly known as pay of a post. As per rule 9(21) of the Fundamental Rules "pay" means the amount drawn monthly by a Government servant as -

(i) the pay, other than special pay or pay granted in view of his personal qualifications, which has been sanctioned for a post by him substantively or in any an officiating capacity, or to which he is entitled by reason of his position in a cadre; and

(ii) overseas pay, special pay and personal pay, and
(iii) any other emoluments which may be specially classed as pay by the President.

Rule 9(23) speaks as to what personal pay means. It defines, "personal pay" to mean additional pay granted to a Government servant-

(a) to save him from loss of substantive pay in respect of a permanent post other than a tenure post due to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure; or

(b) in exceptional circumstances, on other personal considerations.

Special pay has been defined by rule (9) (25). It details, special pay means an addition, of the nature of pay, to the emoluments of a post of a Government servant, granted in consideration of - (a) the specially arduous nature of duties; or (b) a specified addition to the work or responsibility.

Substantive pay has been defined by rule 9(28) as, the pay other than special pay, personal pay or emoluments classed as pay by the President under rule 9(21) (a)(iii), to which a Government servant is entitled on account of a post to which he has been appointed substantively or by reason of his substantive position in cadre.

Therefore, definition of the special pay makes it clear that it is granted to a government servant in consideration of special arduous nature of duties or a specific addition to the work or responsibility. Sometimes special pay is granted on account of unhealthiness of the locality in which work/duties are performed.

34. Clause 6 of 8th Bipartite Settlement dated 2nd of June, 2005 defines pay for the purpose of dearness allowance, house rent allowance and superannuation benefits as basic pay, stagnation increments, special pay, graduation pay, professional qualification pay and officiating pay, if any. Clause II of the said Bipartite Settlement makes provisions for special pay as : (i) the special pay payable to the clerical staff of subordinate staff in banks other than State Bank of India, shall be as mentioned in Part I in Schedule II to the said Settlement ; (ii) the duties and responsibilities as improved or retained as they are and attracting special pay in banks other than State Bank of India shall be as set out in Schedule III and shall be in partial modification of schedule III to the Bipartite Settlement dated 17th September, 1984 and 14th February, 1995; (iii) posts attracting special pay as listed in Schedule II to the Bipartite Settlement dated 27th March, 2000 and which do not find a mention in Part-A of Schedule II to this Settlement shall stand discontinued; (iv) in all other aspects, the general rules and provision contained in Chapter V of the Bipartite Settlement dated 19th October, 1966 relating to special pay carrying posts, as modified from time to time, shall continue to apply; (v) graduation pay and professional qualification pay payable to the clerical staff in banks shall be as mentioned in Part 'C' of Schedule II to this Settlement; (vi) the special pay, graduation pay and professional qualification pay as mentioned in Schedule II shall rank for superannuation benefits. (vii) the rates of special pay and the duties of special pay carrying posts for workmen staff in State Bank of India may be reviewed and settled at the bank level.

35. Provisions are made for grant of graduation pay or professional qualification pay, even at the stage when an employee had reached maxima of the scale of pay. Various posts and duties are enlisted which entitles an employee for grant of special pay. Armed guards, required to perform watch and ward duties, will get special pay, in case they carry (i) gun, pistol or any other fire arm (ii) dagger, sword, khuqri or spear (iii) any other licensed

weapon. Retainer peons. (other than watchmen) whose names are registered in banks on license as retainers, when they perform armed guard duties would be entitled to special pay as available to armed guards pro rata. Therefore, the provisions of bipartite settlement make it clear that there are certain posts which carry special pay and certain categories of employees get special pay if they are required to perform arduous or specialized duties. Armed guard is one of the category who perform arduous duties and is entitled to special pay. When retainer peon perform armed guard duty, he was special pay. It is evident that special pay in the category of armed guard is granted when he perform arduous duty and carries weapon with him. In case he does not carry weapon with him, he is not entitled to special pay.

36. Special pay granted to an armed guard can be withdrawn in case he does not carry out arduous duties or a weapon with him. Therefore, the special pay so granted depends on performance of arduous duties or when he carries a weapon with him. Special pay or allowance, granted on performance of arduous duties, specific addition of work or on account of unhealthiness of locality in which duties are performed, cannot be termed in the nature of the basic pay. The instructions so issued by the Government of India cannot be termed as legal, since it violates provisions of Bipartite Settlement, without following the procedure contained in Section 9A and 19 of the Act.

37. A settlement shall be binding upon the parties for such period as is agreed upon or for a period of six months from the day on which the memorandum of settlement is signed by the parties and shall continue to be binding on the parties after expiry of the period referred above, until expiry of two months from the date on which a notice is writing of an intention to terminate the settlement is given by one of the parties to the other party to the settlement; enacts sub-section (2) of Section 19 of the Act. Thus there are three stages with different legal effects on the life of a settlement. There is a specific period contractually or statutorily fixed as the period of operation. After expiry of statutorily fixed period, settlement does not cease to be effective. But it continuous to be binding on parties until notice has been given by one of the parties of its intention to terminate it and two months have not elapsed from the date of such notice. This is the second stage. The last stage is arrived at when period of notice, under sub-section (2) of Section 19 of the Act, expires. After this the settlement ceases to be binding under the Act

38. No steps were taken by the bank to terminate the settlement arrived at in the form of Bipartite Settlement, referred above. Provisions of settlement, relating to grant of special pay to bank staff, still govern their service conditions. Steps to change those service conditions, in violation of the provisions of section 9A of the Act, can not be upheld. Therefore, the circular, on the strength of which bank intends to modify wage structure of armed guard to the detriment cannot termed justified or legal.

39. In view of the foregoing discussions ex-servicemen armed guards are entitled to be restored to the

pay which they were receiving before issuance of the circular under reference. Claim put forward by the union is found to be legal and justified. Action of the management in re-fixing their pay on the basic of the reduced fitment formula is neither justified nor legal. The bank is commanded to restore pay of the armed guards at the stage on which they would have received their pay in case circular dated 7-1-1993 would not have been in existence. An award is accordingly passed. It be sent to the appropriate Government for publication.

Dr. R.K. YADAV, Presiding Officer

Dated: 16-7-2010

नई दिल्ली, 23 अगस्त, 2010

का.आ. 2343.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन ग्रासलैंड एण्ड फोडर रिसर्च इंस्टिट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 97/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-08-2010 को प्राप्त हुआ था।

[संख्या एल-42012/106/2000-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd August, 2010

S.O. 2343.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 97/2000) of the Central Government Industrial Tribunal-cum Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Grassland & Fodder Research Institute and their workman, which was received by the Central Government on 23-08-2010.

[No. L-42012/106/2000-IR(DU)]

JOHAN TOPNO, Under Secy

ANNEXURE

BEFORE SRI RAM PARKASH, HJS PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 97 of 2000

In the matter of dispute between-

Sh. Ram Narain son of Sri Kishan Lal,
Vill. Padari, Post Bhajala, District Jhansi.

And

Director,

Indian Grassland and Fodder Research Instt.

Gwalior Road, Jhansi.

AWARD

1. Central Government, MOL New Delhi, vide notification no. L- 42012/106/2000 IR (DU) dated 29-08-2000 has referred the following dispute for adjudication to this tribunal-
2. Whether the action of the management of Indian Grassland & Fodder Research Institute Jhansi in terminating the services of their workman Sh. Ram Narain son of Sh. Kishan Lal Ex-Semi skilled worker w.e.f. 21-10-94 is legal and justified? If not to what relief the workman is entitled and from which date?
3. Brief facts are - claimant had alleged that he was appointed in Indian Grass Land and Fodder Research Institute Jhansi on 08-07-89 as a semi skilled electrician and he continued to work till 31-12-94. During this period the management has created artificial break, so that the workman may not claim his valid and legal rights. It is stated that the opposite party has committed the breach of section 25F as they have not given any notice or notice pay or retrenchment compensation and without following the provisions they have terminated the services of the claimant. It is stated that during conciliation proceedings opposite party has stated that the claimant has worked in the month of November 94 for 22 days and in the month of December 1994 for ten days, but the opposite party has stated before the conciliation officer the date of termination as 21-10-94, considering this fact that the reference has been sent presuming the date as 21-10-94. Opposite party is an industry. Opposite has terminated his service with mala-fide intention. Therefore, prayed that the order of the opposite party terminating his services is bad and he should be reinstated in service and the consequential benefits be provided to him.
4. Opposite party has filed a written statement contradicting the aversions of the claimant. It is stated that the claimant was engaged for specific work of a temporary requirement and his temporary engagement ceased to exist after the completion of temporary requirement. Claimant very well knew all this at the time of temporary engagement and had verbally agreed to it. Therefore, this is neither a termination by way of punishment and it is not covered under retrenchment as given in section 2(oo) of the Act. It is stated that the opposite party is neither a factory nor an industrial unit, it is registered under the Societies Registration Act, therefore, it is not an industry there is no industrial dispute.

It is stated that no cause of action has arisen on the date as mentioned in the reference order. It is stated that the dispute has been raised after a long period and central government should not have sent the reference. Central Government has taken decision in other matters where the delay was long not to send the reference. Opposite party has filed certain annexure in this respect i.e. Annexure 1 and 2. It is stated that the reference is barred by the principle of res-judicata, as the claimant has filed a writ petition in the Hon'ble High Court, wherein the Hon'ble High Court passed an order that all the parties should approach before the Central Administrative Tribunal but the claimant did not approach the CAT and this Hon'ble Tribunal does not have any jurisdiction. It is stated that the claimant has not completed continuous service as defined under section 25B of the Act. It is stated that the claimant had worked for 120 days in 1989, 108 days in 1990, 116 days in 1991, 156 in 1992, 170 in 1993 and 79 days in 1994. Thus he has not worked 7 or 240 days or more in any year. As the claimant had worked for 22 days in November 1994 and ten days in December 1994 so no cause of action arises on 21-10-94. It is also stated that no seniority list is maintained for muster roll, daily labour and casual labour. Thus it is stated that the opposite party has not committed any breach of section 25FG and H of the Act or any other provisions therefore, the reference order is bad in law and it is prayed that it is liable to be dismissed.

5. Claimant has also filed rejoinder against the reply of the opposite party wherein nothing new has been alleged by him except reiterating the facts already pleaded by him in his statement of claim.
6. Claimant has not produced any oral or documentary evidence despite repeated notice. He did not appear at the time of arguments also.
7. I have heard the arguments of the opposite party.
8. Opposite party has produced oral as well as documentary evidence.
9. Opposite party had produced two witnesses Sri Munna Lal MW1 and Dr. H.S.Sharma as MW2. Both these witnesses have stated on oath that the opposite party is an institute registered under Society Registration Act. When there was a temporary requirement they have taken the work from the claimant as Daily paid labour. This work was not of permanent nature but time bound as sanctioned by government of India and the

labour is paid on the daily basis. It is stated that the claimant had not worked for a single day right from Jan 94 to July 94. It is argued that the claimant had worked for 26 days in August 94, for 12 days in September 94, for 08 days in October 94, for 22 days in November 94 and for 10 days in December 1994. It is stated that he has not worked for 249 days, in the previous year since the date of termination i.e. 21-10-94. They have brought the original muster roll and filed the photocopy also but on their request originals have been returned.

10. It is contended that it was the duty of the claimant to prove the aversons of the claim statement but he has not appeared in the witness box. Claimant has not produced any oral or documentary evidence. I agree with the contention of the Opposite party. It is stated that no cause of action has arisen on 21-10-94 as the claimant has also worked in the month of November and December 1994, therefore, evidence and contention adduced by the opposite party appears to be believable and there is no reason to disbelieve. Claimant has not made any cross examination of the aforesaid witnesses.

11. Therefore, in my view considering the whole evidence the claimant has miserably failed to discharge his burden. He has totally failed to prove his case. Therefore, reference is decided against the claimant and in favour of the opposite party.

RAM PARKASH, Presiding Officer

Dated 13-08-10

नई दिल्ली, 23 अगस्त, 2010

का.आ. 2344.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भाग 17 के अनुसूच में, केन्द्रीय सरकार सी.पी.डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 18/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-08-2010 को प्राप्त हुआ था।

[संख्या एल-42012/69/2008-आई आर (डी.यू.)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd August, 2010

S.O. 2344.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2009) of the Central Government Industrial Tribunal-cum-Labour Court No.1 New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of C.P.W. D. and their workman, which was received by the Central Government on 23-08-2010.

[No. L-42012/69/2008-IR(UD)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
No.1, KARKARDOOMA COURT COMPLEX, DELHI**

I.D.No. 18/2009

Smt. Santosh Devi rep./through
CPWD Mazdoor Union Room No. 95,
Barracks No. 1/10, Jam Nagar House,
Shahjahan Road, New Delhi --110011.

Workman

Versus

The Director General of Works,
CPWD, Nirman Bhawan,
New Delhi--110001.

Management

AWARD

Santosh Devi, a part time employee, rendered her services in 'J' Division Central Public Works Department (hereinafter referred to as the management) from 1-10-86 till 4th of April 2007. She used to sweep and clean four rooms with an area of 80 square, by spending hardly an hour in a day. Her services were dispensed with when requirement to engage became to an end. She made a demand for reinstatement of her services. When needful was not done, a dispute was raised on her behalf before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication vide order No.1-42012/69/2008-IR (DU), New Delhi, dated 18th of February, 2009, with following terms:-

"Whether the action of the management of CPWD in terminating the services of the workman Smt. Santosh Devi w.e.f. 4-4-2007 is legal and justified? If not to what relief the workman is entitled to?"

2. Claim statement was filed by the workman leading that she was working as part time sweeper at Sub Division 3, J. Division of the management since 1-10-86 on hand receipt basis. On completion of four years service she was to be treated as daily rated worker for all purposes, including her regularization as well as her wages. All her services were to be regularized. Her husband, namely Shri Vijender Singh raised a dispute against the management in respect of illegal termination of his services. The dispute was answered in his favour by this Tribunal, vide award dated 31-1-2007. He was reinstated in service with 40% of back wages. The said award has been challenged by the management before High Court of Delhi. It linked the

management and her services were terminated by Shri Narinder Pal, Assistant Engineer on 4-4-2007. His action is arbitrary, illegal and unjustified, besides being unfair labour practice. She had rendered continuous service of more than 240 days in every calendar year. No notice or pay in lieu thereof was given, besides payment of retrenchment compensation. Hundreds of juniors to her are still working with the management. Action of the management is violative of the provisions of Section 25-F of the Industrial Disputes Act, 1947 (in short the Act). Their action is also violative of the provisions of section 25-G and 25-H of the Act.

3. It has been claimed that the management failed to follow procedure contained in OM No. 6/5/68-Estt. (D) dated 5th of July, 1968, in the matter of her regularization. Smt. Maya Devi a part time sweeper working with the management was regularized. Action of the management non regularization of her services is discriminatory. In 1993, 8982 posts were created for regularization of various categories of daily rated employees, wherein there were 61 posts of sweepers. A post was available for regularization of her service. Non regularization of her services amounts to an illegal Act, violative of the principle of natural justice. It has been pleaded that since termination of her services she is unemployed. She seeks reinstatement with continuity and full back wages, besides regularization of her service.

4. Her claim was resisted on behalf of the management pleading that there was no relationship of employer and employee between the parties. The management projects that as per her own admission, the claimant was engaged as part time sweeper. She used to do dry sweeping and cleaning in respect of four rooms of about 80 sq. mtrs. She used to spent around one hour in that work. There was no supervision and control on her work. She never worked full time on daily wage basis nor on muster roll. Therefore, she cannot claim a status of workman as defined under the Act. It has been pleaded that part time casual labours are eligible for appointment to class IV posts borne on regular establishment, which are required to be filled by direct recruitment, provided that they are appointed through employment exchange. The claimant did not fulfil the prescribed criteria for her appointment to class IV post, since she was appointed as part time employee directly, without any reference to employment exchange. It has been denied that her services were dispensed with on account of factum of dispute raised by her husband. It has been pleaded that her services were disengaged when there was no necessity to continue her engagement. Since she was engaged on part time basis, there was no question of serving notice or making payment for notice period. No seniority was maintained in respect of part time sweeper, hence her assertion that juniors to her were retained is not based on any foundation. Her claim that she was entitled for retrenchment compensation, is without merits. O.M. dated 30-9-93 pertain to daily rated

muster rolls workers and not to part time employees. The Apex Court in Uma Devi case has ruled that a temporary or casual employee is not entitled for regularization of his/her services, in case his/her appointment was not made in consonance with recruitment rules. Since claimant was engaged without her name being sponsored by employment exchange, she is neither entitled for continuance of her service nor regularization on the job. Her claim is liable to be dismissed.

5. On pleadings of the parties, following issues were settled:-

1. Whether the workman, who was engaged as part time employee, does not fall within the ambit or definition contained in section 2(s) of the I.D. Act?

2. As in terms of reference?

3. Relief.

6. Claimant has tendered her affidavit Ex. WW1/A as evidence. She was cross examined at length on behalf of the management. Shri B.K. Prasad also tendered his affidavit Ex. WW2/A as evidence, on behalf of the claimant. He too was cross examined at length on behalf of the management. Shri Sawant Ram, Executive Engineer, tendered his affidavit Ex. MW1/A as evidence on behalf of the management. He was cross examined at length on behalf of the workman. No other witness was examined by either of the parties.

7. Arguments were heard at the bar. Shri B.K. Prasad, authorised representative, advanced arguments on behalf of the workman. Ms. Meenakshi Aggarwal, authorised representative, raised her submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :—

Issue No. 1.

8. Shri Sawant Ram swears in affidavit Ex. MW1/A that as admitted by the workman, she was engaged as part time sweeper by the management. She was doing part time job for around one hour only, since she used to sweep and clean four rooms of about 80 sq. mtrs. She was engaged by the management as and when exigency required. There was no supervision and control on her. She never worked full time on daily wage nor on muster roll.

9. Smt. Santosh Devi swears in his affidavit Ex. WW2/A that she was engaged as sweeper for whole day from 8 AM to 4 PM. She projects that she was designated as part time sweeper in 'J' Division, where she performed her duty w.e.f. 1-10-86 on hand receipt basis. During the course of her cross examination she evaded the question as to what her wage was on 1-10-86. She asserts that she was not aware as to what "part time" sweeper means. She opted not to explain dimension of the area which she used to sweep. She admits that initially she was paid wages at

Rs. 100 pm. till 1988 and thereafter she was paid @ Rs. 200/- PM.

10. Shri B.K. Prasad unfolds that Smt. Santosh Devi was working with the management from 8 AM to 4 PM. However, he admits that she was designated as part time sweeper, while doing work under sub division III. 'J' division of the management. She was performing her duty w.e.f. 1-10-86 on hand receipt basis. He announces that on completion of four years of her service, she was to be treated as daily rated worker for all purposes including regularization of her service and equal pay for equal work, in the minimum of time scale. During the course of his cross examination, he concedes that a full time employee is not paid Rs. 100/- per month as his wages. However, he adds that payment of Rs. 100/- PM to Smt. Santosh Devi was her exploitation as well as unfair labour practice on the part of the management.

11. Rival facts testified by the parties bring it over the record that Smt. Santosh Devi was engaged on 1st of October, 86. Facts projected by Sawant Ram highlight that Smt. Santosh Devi used to sweep four rooms comprising area of 80 sq. mtrs. only. He asserts that she used to perform her duties hardly for an hour a day. These undisputed facts bring it over the record that Smt. Santosh Devi was employed on part time basis by the management. Though Smt. Santosh Devi and Shri B.K. Prasad claim that she was performing her duties from 8 AM to 4 PM, yet it is not disputed by them that till 1988 Smt. Santosh Devi was paid @ Rs. 100 PM and thereafter she was paid @ Rs. 200/- PM. They admit that Smt. Santosh Devi was designated as a part time employee. Shri Prasad projects that after 4 years of service, Smt. Santosh Devi was to be treated as daily rated worker for all purpose. Therefore, out of these facts, it is implicit that the claimant and Shri Prasad could not dispel that Smt. Santosh Devi was appointed as a part time sweeper. She used to perform duties hardly for an hour in a day, since only four rooms were to be swept by her. Consequently it is crystal clear that Smt. Santosh was appointed as a part time sweeper and she never performed whole time duty.

12. Whether a part time employee answers all attributes of a workman, as defined in clause (s) of section 2 of the Act. For an answer it would be expedient to have glance on the definition. For convenience sake definition of "workman" is reproduced thus.

"(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute or whose dismissal,

discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) who is subject to the Air force Act, 1950 (45 of 1945) or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, drawn wages exceeding one thousand six hundred rupees per mensem or exercise, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature".

13. Definition of workman contains three limbs. First limb of the definition gives statutory meaning of the word and determines a workman by reference to a person (including an apprentice) employed in an industry to do any manual, unskilled, skilled, technical, operative, clerical or supervisory work for hire or reward. The second limb is designed to include a person-(i) who have been dismissed, discharged or retrenched in connection with an industrial dispute, or (ii) whose dismissal, discharge or retrenchment in connection with an industrial dispute, or (iii) whose dismissal, discharge or retrenchment has led to an industrial dispute, within the ambit of workman. However the third part of the definition excludes the categories of persons specified in clause (i) to (iv) from the expression "workman". The definition does not state that a person, in order to be a workman should have been employed in a substantive capacity or on temporary basis in the first instance or after he is found suitable for the job after a period of probation. In other words, every person employed in an Industry irrespective of his status-temporary, permanent or probationary-would be a workman. The expression "employed" has at least two known connotations, that is, a relationship brought by express or implied contract of service in which employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind, as agreed between them or statutorily provided. It discloses a relationship of command and obedience. Reference can be made to the precedent in Food Corporation of India's case 1985 (2) LLJ 14).

14. In Shivnandan Sharma [1955(1) LLJ. 688], the Apex Court for the first time laid down the crucial test of supervision and control for determining the relationship of employer and employee. In Dharangadhara Chemical Works Limited [1957 (1) LLJ. 477], the Apex Court ruled that test of "supervision and control may be taken as the prima facie test for determining the relationship of employment". It was further laid that existence of the right in the master to supervise and control the work to be done by the servant, not only matter of directing that work the servant is to do

but also the manner in which he shall do his work is the prima facie test for determining the existence of master and servant relationship. It was suggested that correct method of approach, would be to consider whether having regard to the nature of work there was due control and supervision by the employer. The greater amount of direct control exercised over the person rendering the services by the person contracting for them, the stronger the ground for holding it to be a contract of service. The control and supervision test was reaffirmed by the Apex Court in Chintaman Rao [1958 (1) LLJ 252], wherein it was ruled that "worker" was a person employed by the management and there must be contract of service and a relationship of master and servant between them. In Shankar Balaji Waje [1962 (1) LLJ 119], the Apex Court clarified that "control" of the management, which is a necessary element of the relationship of master and servant is not directed towards providing or dictating the nature of the article to be produced or the work to be done, but refers to the other incidents having a bearing on the process of work the person carries out in the execution of the work. The manner of work is to be distinguished from the type of work to be performed. In V.P. Gopala Rao [1970 (11) LLJ 59], the Apex Court said that it is the question of fact in each case whether the relationship of master and servant exists between the management and the workman and there is no abstract a priori test of the work control required for establishing the contract of service. It was laid therein that for holding that the person employed in the factory were workers within the meaning of sub section (1) of section (2) of the Factories Act, it is to be considered that the fact that the workman had to work in the factory implied certain amount of provision by the management and the nature and extent of control varied in different industries and that when the operation was of a simple nature, the control could be exercised at the end of the day of the method of rejecting the bid is which did not come up to the proper standard. It is, therefore, not surprising that in recent years, the control test, as traditionally formulated, has not been treated as an exclusive test. In Silver Jubilee Tailoring House [1973 (11) LLJ 495] the Apex Court ordained that "it is in its application to skilled and particularly, professional work that control test in its traditional form has really broken down. It has been said that in interpreting that "control" as meaning the power to direct how the servant should do the work, the court has been applying the concept suited to a past age".

15. During the last three decades emphasis in the field has shifted and no longer rests so strongly upon the question of control. Control is obviously an important factor and in many cases it may still be a decisive factor, but it would be wrong to say that in every case it is a decisive factor. In Shining Tailors [1983 (11) LLJ 143], the Apex Court held that the piece rated workers working for a big tailoring establishment were workmen for the establishment. It was observed therein that the "right of removal of the workman or not to give work as an element of control and supervision"

which was amply satisfied to announce that those piece rated workers were the workman for the establishment. The Court concluded that the proposition that "piece rate" itself indicates relationship of independent contract, is not correct. A servant who has full liberty to attend to his work according to his pleasure and not according to orders of his master, is an independent contractor. A gold smith engaged to finish jewels within a given time and when he was open to such goldsmith to finish jewels within the given time or earlier and engage themselves or others of their own held to be independent contractors, in K. Keswa Reddiar [1957 (1) LLJ 645]. In the like manner a goldsmith who undertook the manufacture of ornaments like other goldsmith which he was asked to manufacture and was entitled to receive remuneration which would depend upon the nature of the work done, was held to be not under the order or control of the proprietor of the concern for whom he was doing the work, in Achuta Achar [1968 (1) LLJ 500]. An agreement for selling milk on commission was held to be a contract for service and not a contract of service, in Abad Dairy Doodh Vitran Kendra Sanchalak Mandal, Ahmedabad (1989 Lab. I.C. 1770). The Tiny Deposit Agents employed in deposit mobilization activity of the bank have been held to be falling within the definition of the workman and not an independent contractor in the precedent in the Management of Indian Bank [1990 (1) LLJ 50].

16. The employer exercises factors of supervision and control, exercises his right to remove or not to give work to him, as an element of control and supervision on a part time employee. Therefore, factor, determinant of his status is the work in which he is employed, besides right of control and supervision in the master. His designation as part time employee nowhere restricts the employer to have power of controlling his work whether he remains in continuous service of his employer, would not be guided by his designation. The Apex Court was confronted with such a proposition in A. Sankaralingam (2008 X A.D. S.C. 689), wherein Catena of decision were noted down.

17. The Court ruled that a bare perusal of the definition of "workman" and "continuous service" would reveal that their applicability is not limited to only full time employees but all that required is that the workman claiming "continuous service" must fulfil specific conditions amongst others laid down in the two provisions so as to seek shelter of section 25-F. It was concluded that the question as to whether a part time workman would be covered within the definition of section 2(s) of the Act and whether he would be entitled to the benefit of "continuous service" under Section 25-B and the benefit of section 25-F is to be answered in favour of the workman. Relying the law so laid it is announced that a part time employee would be a workman, in case he answers attributes of a servant and employer exercises his right of control and supervision on him.

18. Smt. Santosh Devi claims that she worked with the management as a part time sweeper. She was performing her

work under the control and supervision of the management. Shri Sawant Ram projects that since she was working for a period of one hour a day, she was not performing her duties under control and supervision of the management. His thrust of contention has been that Smt. Santosh Devi used to sweep four rooms consisting of an area of 80 sq. mtrs. There was no element of control and supervision over her work. To exercise control and supervision over an employee, the employer should have a right to prescribe the end of the work besides the means as how that work to be performed, retaining a power to control the work. No evidence worth name was put forward by Sawant Ram to the effect that the management never prescribed the end of work besides the means as to how it was to be performed. Undoubtedly sweeping job is such which leaves a little discretion in the means as to how it is to be performed. But the employer may ask the employee to sweep a particular room first that too by use of a broom or a duster. Such commands, if given by an employer, projects that the employer provided the means as to how the work is to be performed, besides the end of the work. Therefore, control and supervision was exercised by the management over the work of Smt. Santosh Devi, though she performed that work for a very short span of the day. Her performance of work for a fraction of the day would not denuded status of the workman, when the employer could exercise amount of direct control over her work and conduct. Considering all these aspects, I am constrained to hold that no evidence was brought forward by Sawant Ram to project that there was lack of control and supervision on the part to the management, over the work performed by Smt. Santosh Devi. Therefore, the fact that she was engaged as a part time employee would not push her to a pedestral where status of a workman would be taken away from her. Considering all these proposition, it is concluded that despite the fact that the claimant was part time employee, yet she was clothed with all attributes of a workman, within the ambit of clause (s) of section 2 of the Act. Issue is, therefore answered in favour of the claimant and against the management.

Issue No. 2.

19. Admittedly the claimant was engaged as a part time sweeper by the management w.e.f. 1-10-86. When the Apex Court handed down its position in Surinder Singhs case following guidelines were laid in the matter of recruitment of casual labours on daily wage basis.

- (i) Persons on daily wages should not be recruited for work of regular nature.
- (ii) Recruitment of daily wages may be made only for work which is of casual or seasonal or intermittent nature or for work which is not of full time nature, for which regular posts cannot be created.
- (iii) The work presently being done by regular staff should be re-assessed by the Administrative

Departments concerned for output and productivity so that the work being done by the casual workers could be entrusted to the regular employees. The Departments may also review the norms of staff for regular work and take steps to get them revised, if considered necessary.

- (iv) Where the nature of work entrusted to the casual workers and regular employees is the same the casual workers may be paid at the rate of 1/30th of the pay at the minimum of the relevant pay scale plus dearness allowance for work of 8 hours a day.
- (v) In cases where the work done by a casual worker is different from the work done by a regular employee, the casual worker may be paid only the minimum wages notified by the State Government/Union Territory Administration, as per the Minimum Wages Act, 1948. However, if a Department is already paying daily wages at a higher rate, the practice could be continued with the approval of its Financial Adviser.
- (vi) The casual workers may be given one paid weekly off after six days continous work.
- (vii) The payment to the casual workers may be restricted only to the days on which they actually perform duty under the Government with a paid weekly off as mentioned at (vi) above. They will, however, in addition, be paid for a National Holiday, if it falls on a working day for the casual workers.
- (viii) In cases where it is not possible to entrust all the items of work now being handled by the casual workers to the existing regular staff, additional regular posts may be created to the barest minimum necessary, with the concurrence of the Ministry of Finance.
- (ix) Where work of more than one type is to be performed through out the year but each type of work does not justify a seperate regular employee, a multifunctional post may be created by handling those items of work with the concurrence of the Ministry of Finance.
- (x) The regularization of the services of the casual workers, will continue to be governed by the instructions issued by this Department in this regard. While considering such regularization, a casual worker may be given relaxation in the upper age-limit only if at the time of ionitial recruitment as a casual worker, he had not crossed the upper age-limit for the relevant post.
- (xi) If a Department wants to make any departure from the above guidelines, it should obtain the prior concurrence of the Minstry of Finance and the Department of Personnel and Training.

20. Ministry of Home Affairs had laid down guidelines for appointment of part time casual labourers to regular establishment in O.M. No. 16/5/68-Estt.(D) dated 5-7-1968 which are as follows:

Subject:- Appointment of part time casual labour to regular establishment.

As the Ministry of Finance are aware, casual labourers who have rendered a minimum period of two years "continuous service can be appointed to Class IV posts, borne on regular establishment which are required to be filled by direct recruitment, subject to certain conditions vide para 2 of this Ministry's Office Memorandum No.16-10-66- Estt.(D), dated 2nd December, 1966. A question has been raised as to whether casual labourers appointed on part-time basis should also be made eligible for appointment to Class IV posts borne on regular establishment which are required to be filled by direct recruitment. It has been represented that, in certain offices, casual labourers are employed for a number of years on part-time basis, the work load there being not such as to justify their employment on whole time basis. It has accordingly been decided that casual labourers appointed on part-time basis may also be made eligible for the concession sanctioned in para 2, of the aforesaid Office Memorandum No.16-10-66 -Estt.(D), dated 2-12-1966. Accordingly, with effect from the date of the issue of this Office Memorandum, part-time casual labourers shall also be eligible for appointment to Class IV posts borne on the regular establishment, which are required to be filled by direct recruitment, provided they were appointed through Employment Exchange and had acquired experience of a minimum of four years continuous service as part-time casual labour in the office/establishment to which they were appointed through Employment Exchange. Those part-time casual labourers who were recruited in an office/establishment direct, without reference to the Employment Exchange and who are working on the date of issue of this Office Memorandum should not be considered for appointment to the regular establishment, unless they (i) get themselves registered with the Employment Exchange (ii) render from the date of such registration a minimum of four years continuous service as part-time casual labour and (iii) are subsequently sponsored by the Employment Exchange in accordance with their position in the register of the Exchange.

2. The orders contained in this Ministry's Office Memoranda No. 4/9/61 Estt(D), dated 9th August, 1961 and 16th September, 1961, granting certain age, concession to casual labourers in the matter of appointment to posts borne on regular establishment will be applicable also to part-time casual labourers. In other words, such labourers should be allowed to

deduct from their actual age the period spent by them as part-time casual labourer and if, after deducting, this period, they are within the maximum age limit prescribed for the service or post in the regular establishment, they should be considered eligible in respect of maximum age. Broken periods of service rendered as part-time casual labourer will also be taken into account for the purpose of age relaxation for appointment to the regular establishment, provided that one stretch of such service is for more than six months.

3. Ministry of Finance etc. are requested to bring these instructions to the notice of their attached and subordinate offices.

Sd/

(Harish Chandra)

Under Secretary to the Govt. of India."

21. As instructed by the Ministry of Home Affairs case of a part-time employee would not be considered to regular establishment unless he (i) gets himself registered with the employment exchange (ii) rendered from the date of such registration a minimum 4 years continuous service as part time casual employee, and (iii) he is subsequently sponsored by the employment exchange in accordance with his position in the register of the exchange. Therefore, for regularization of her service, Smt. Santosh Devi has to fulfil the aforesaid three conditions. In her affidavit Ex.WW1/A she creates a vacuum to the effect that her name was registered with the employment exchange and thereafter she rendered continuous service as a part time employee for a period of 4 years and her name was sponsored by the employment exchange, in accordance with the position of her seniority in a register of the exchange. When she was subjected to cross examination she projects that she got her name registered with the employment exchange ten years ago. She stood the test of cross examination on 15-1-2010. Therefore, out of facts unfolded by her it may be presumed that she got her name registered with the employment exchange in the year 2000. However, no specific date, month and year of such registration was spelled by the lady. Facts unfolded by Santosh Devi are not substantiated by any documentary evidence. Assuming those facts to be correct, even in those circumstances it is to be shown by her that her name was sponsored by the employment exchange in accordance with the position of her seniority in the register of the exchange. Therefore, without positive evidence on those issues, it cannot be said that Smt. Santosh Devi could fulfil criteria laid down in O.M.No.16/5/68-Estt(D) dated 5-7-68 for appointment to regular establishment, from the position of part time employee.

22. To counter facts projected by Santosh Devi, Shri Sawant Ram in his affidavit Ex.MW1/A testified that name of a part time employee is to be considered for appointment

to class IV posts on regular establishment, which are required to be filled by direct recruitment, provided that part time employee was appointed through employment exchange. He projects that the claimant did not fulfil that criteria for her appointment to class IV post. In her cross examination Smt. Santosh Devi concedes that she was called by Jr. Engineer to join a job, since she was known to him. Therefore, facts projected by Shri Sawant Ram are reaffirmed by her admission. It stood established that name of Smt. Santosh Devi was not sponsored by the employment exchange, neither at the time of her appointment nor after she got her name registered with the employment exchange. Consequently the management could show that Smt. Santosh Devi did not fulfil the criteria laid down in the aforesaid office memorandum for her appointment to group 'D' post.

23. Shri B. K. Prasad swears in his affidavit Ex.WW2/A that Smt. Maya Devi, a part time sweeper was regularized by the management while Smt. Santosh Devi was discriminated in that matter. To prove that proposition the claimant had confronted Shri Sawant Ram with documents Ex.MW1/W6 to Ex.MW1/W11. When these documents were perused, it came to light that on the strength of those documents Smt. Sajno was appointed as part time sweeper by the management. However, she was appointed, when her name was sponsored by the employment exchange, on following the procedure for recruitment to that post. She faced an interview board and on being selected she got herself medically examined. When found suitable for the job she was offered a part time appointment. As noted above Smt. Sajno falls in a distinct and different category than the claimant.

24. Ex.WW2/5 was relied by the claimant to project that Smt. Maya Devi, a part time sweeper, was appointed against a group 'D' post. When this document was scanned, it came to light that in the case of Maya Devi, guidelines laid in O.M.No.16/5/68-Estt (D) dated 5-7-68 were followed. The management considered case of Maya Devi on those standards and thereafter she was regularized against a group 'D' post. It emerges over the record that Smt. Maya Devi got her name registered with the employment exchange, rendered four years service thereafter and her name was sponsored by the employment exchange. Smt. Maya Devi stood on a different and distinct footing than the claimant. Claimant could not point out as to when her name was registered with the employment exchange and when her name was sponsored by the exchange for appointment against a group 'D' post. Consequently she was not on the same pedestal on which Maya Devi stood in the matter of her regularization from part time sweeper to a group 'D' post.

25. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be

treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

26. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

27. Concept of equality guaranteed by Article 16 of the Constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the state to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the state to adopt new strategy to bring underprivileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on terms of nature of persons, nature of business and with reference to time.

28. As detailed above claimant was not at par with Maya Devi for her regularization from part time sweeper to group 'D' post. When she was placed in a distinct and different category, she cannot claim parity with Maya Devi.

She was not discriminated by the management when her case was not considered favourably for the purpose of her regularization. As projected by the documents Ex. WW2/3 and supporting certificate, case of Smt. Santosh Devi was considered under the aforesaid office memorandum, she had not fulfilled the laid down criteria, hence her case was not considered favourably. Smt. Santosh Devi could not project a case which could place her in the same bracket where Maya Devi was placed. Therefore, she could not point out any case of discrimination, when her services were not regularized against a group 'D' post.

29. Smt. Santosh Devi projects that she served the management from 1-10-86 till 4-4-2007. Her services were terminated in an arbitrary and illegal manner by Shri Narinder Pal, Assistant Engineer. Her husband Vijender Singh raised an industrial dispute, when his services were terminated by the management. The said dispute was answered in his favour by this Tribunal vide its award dated 31-1-2007. Annoyed the said acts, her services were illegally terminated. Shri B. K. Prasad also narrates facts in the same manner. Contra to it Sawant Ram dispels assertion of Smt. Santosh Devi relating to termination of her services. However, Shri Sawant Ram does not dispute that Smt. Santosh Devi rendered services as part time sweeper with the management since 1-10-86 till 4-4-2007. Claimant had filed photo copies of documents issued by Assistant Engineer and counter signed by the Executive Engineer 'J' Division of the management. Those documents were not proved by the claimant yet no dispute was raised by the management about their authenticity and genuineness. Therefore, those documents are taken into consideration. It emerge out of these documents that in 1986 working days of Santosh Devi comes to 92, in 1987 it comes 356 days, in 1988 it comes 353 days, in 1989 it comes 348 days, in 1990 it comes 343 days, in 1991 it comes 351 days, in 1992 it comes 352 days, in 1993 it comes 344 days, in 1994 it comes 349 days, in 1995 it comes 343 days and in 1996 it comes 201 days. Therefore, it is emerging over the record that Smt. Santosh Devi rendered continuous service with the management from 1st of October, 86 till 1996. In respect of other years no such document are placed over the record.

30. "Continuous Service" has been defined, by Section 25 B of the Act. Under Sub-Section (1) of the said Section, "continuous service for a period" may comprise of two period viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service". Sub-section (2) of the said Section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified

in clause (a) and (b) thereof. In Vijay Kumar Majoo (1968 Lab.I.C.1180) it was held that one year's period contemplated by Sub-section (2) furnishes a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act.

31. Smt. Santosh Devi could not show that she rendered continuous service for more than 240 days in 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994 and 1995. When she had rendered continuous service for more than 240 days in a calendar year, she becomes entitled to the protection available under Section 25 of the Act. In case management disengages her services for any reason otherwise than as a punishment inflicted by way of disciplinary action or on account of voluntary retirement, retirement on reaching the age of superannuation, termination of service as a result of non renewal of the contract of employment or on account of continued ill-health of the workman, it amounts to retrenchment. When the management opts to retrench the services of the claimant, it is incumbent upon it to abide by the provisions of Section 25-F of the Act. Admittedly services of the claimant were disengaged by the management. Claimant asserts that her services were disengaged on 4-4-2007. Shri Sawant Ram has not come out with a specific date on that issue. He could not dispel the facts unfolded by the claimant as well as those projected by Shri B. K. Prasad. Consequently it is evident that services of the claimant were disengaged on 4-4-2007. Management presents that her services were disengaged when there was no work for her. It is not the case of the management that her services were dispensed with on account of non renewal of contract of her service. Admittedly she had not reached age of superannuation, nor sought voluntary retirement nor her services were dispensed with on the ground of ill health. She has not been punished for any misconduct by way of disciplinary action. Therefore, disengagement of service of the claimant answers the definition of retrenchment as provided under Section 2(00) of the Act. Admittedly no notice or pay in lieu thereof was given to the claimant. No retrenchment compensation was paid to her. Therefore, her retrenchment is in violation of the provisions of Section 25-F of the Act.

32. When retrenchment of the services of the claimant is in violation of the provisions of Section 25 of the Act, normal rule is reinstatement of service. However there is other facet of the coin. In Uma Devi [2006(4) SCC 1] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to

prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the posts which were held by them in temporary or ad-hoc capacity for a fairly long spell. The Court ruled thus:

With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent—the distinction between regularization and making permanent, was not emphasized here—can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many wishing to compete. With respect the directions made in *Chandra Singh* [1992(4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the fact of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc temporary or casual employees engaged without following a regular recruitment procedure should be made permanent.”

33. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of Article 162 of the Constitution. The Court quoted its decision in *Chiranjit Lal Vaghela* [2006 (2) SCC 482] with approval, wherein it was ruled thus:

“The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution”

34. In *P. Chandra Shekhara Rao and Others* (2006 7 SCC 488) the Apex Court referred *Uma Devi's Case* (supra) with approval. It also relied the decision in *Uma Ram* (2004 7 SCC 112) and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution. If the appointments have been made in contravention of the statutory rules. In *Somveer Singh* (2006 5 SCC 493) the Apex Court ruled that appointment made without following due procedure cannot be regularized. In *Indian Drugs & Pharmaceuticals Ltd.* [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment can not be relaxed and court can not direct regularisation of temporary employees de hors the rules, nor can it direct continuation of service of a temporary employee (whether called a casual ad-hoc or daily rated employee) or payment of regular salaries to them.

35. In *Uma Devi* (supra) it was held that when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the statutory rules or procedure, he is aware of the contingent nature of appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post. If an appointment to the post could be made only after following a proper procedure or selection in any concerned law, no consultation with the public service commission. In fact, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue their service they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of those precedents neither continuance nor regularisation of services of the claimants can be ordered, since it would amount to a back door entry.

36. Services of the workman were retrenched without payment of notice pay, and retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal rule is to award reinstatement. But where a case falls in any of the exception to general rule, the industrial adjudicator has discretion to award reasonable and adequate compensation in lieu of re-instatement. Section 11 A of the Act vests the industrial adjudicator with discretionary jurisdiction to give “such other relief to the workman” in lieu of discharge or dismissal as the circumstances of the case may require, where for some valid reasons it considers that reinstatement with or without conditions will not be fair or proper.

37. Services of the claimant were dispensed with in violation of the provisions of section 25-F of the Act.

Circumstances projected by the claimant do not show justification for a command to the management to reinstate her services. However, it is to be considered as to what amount of compensation can be awarded to her. No definite yardstick for measuring the quantum of wages/compensation is available. In *S.S.Shetty* [1957 (11) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

“The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future. In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con”.

38. A Divisional Bench of the Patna High Court in *B.Choudhary Vs. Presiding Officer, Labour Court, Jamshedpur* (1983) Lab.I.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) Length of service in the establishment, (v) capacity of the employer to pay and the nature of the employer's business, (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to *Tabesh Process, Shivakashi* (1989 Lab.I.C.1887).

39. In *Assam Oil Co. Ltd.* [1970 (1) LLJ 387] the Apex Court took into account counter-vailing facts that the employer had paid certain sums to the workman and her own earning in the alternative employment and ordered that “it would be fair and just to direct the employer to pay a substantial sum as compensation to her”. In *Industrial Machinery Ltd.* [1966 (1) LLJ 398] the amount of compensation equivalent to two years salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In *A.K.Roy* [1970 (1) LLJ 225] compensation equivalent to two years salary last drawn by the workman was held to be fair and proper to meet the ends of justice. In *Anil Kumar Chakarabarty* [1962 (11) LLJ 480] the Court converted the award of reinstatement into compensation of a sum of Rs.50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In *O.P.Bhandari* [1986 (11) LLJ 509], the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In *M. K. Aggarwal* (1988 Lab.I.C.380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In *Yashveer Singh* (1993 Lab.I.C.44) the court directed payment of Rs.75000 in view of reinstatement with back wages. In *Naval Kishor* [1984 (11) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 Lac was awarded as compensation in lieu of reinstatement. In *Sant Raj* [1985 (11) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Chandu Lal* (1985 Lab.I.C. 12225) a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In *Ras Bihari* (1988 Lab.I.C. 107) a compensation of Rs. 65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In *V.V. Rao* (1991 Lab.I.C.1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

40. Considering the yardsticks referred above, and on consideration of facts brought over the record by the respective parties, it is ordered that a compensation of Rs. 20,000 would meet the ends of justice. Accordingly the management is commanded to make a payment of Rs. 20,000 to Smt. Santosh Devi, as compensation. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated: 23-7-2010

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 23 अगस्त, 2010

AWARD

का.अ. 2345.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचायत (संदर्भ संख्या 45/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-08-2010 को प्राप्त हुआ था।

[सं. एल-30011/2/2005-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd August, 2010

S.O. 2345.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/2006) of the Central Government Industrial Tribunal-cum-Labour Court, No-2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corporation Ltd. and their workman, which was received by the Central Government on 23-08-2010.

[No. L-30011/2/2005-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

Present : A.A. Lad, Presiding Officer

Reference No. CGIT- 2/45 of 2006

Employers in relation to the management of Hindustan
Petroleum Corporation Ltd.The CMD
Hindustan Petroleum Corporation Ltd.,
Petroleum House,
17, Jamshedji Tata Road,
Mumbai-400020.

AND

Their Workman

The General Secretary
All India Petroleum Workers' Union
B/203, Jinga Apartment
Currey Road
Mumbai-400013.**APPEARANCES**For the Employer : Ms. Nandini Menon,
Advocate

For the Workman : No appearance.

Mumbai, dated 20th July, 2010

The Government of India, Ministry of Labour and Employment, by its order No. L-30011/2/2005/IR(M) dated 27-07-2006 in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Hindustan Petroleum Corporation Ltd., Mumbai, in not appointing the dependents of 25 deceased employees (List enclosed) and permanent total disabled employees as per Clause 24 of Long term settlement dated 13-4-1983 is legal proper and justified? If not, to what relief these work men are entitled to and from which date and what other directions are necessary in the matter?"

List of employees

1. Babu R. Gaikwad
2. A.V. Ghetla
3. S.S. Padwal
4. G.M. Baria
5. K.A. Gaikwad
6. Shiv Shankar Lal
7. B.D. Ufale
8. Shankar R. Gadekar
9. Bhikaji Salve
10. R.Y. Padwal
11. J.M. Suryawanshi
12. Balwant W. Mane
13. P.S. Bachav
14. P.G. Nikhalge
15. D.S. Pawar
16. K.J. Patil
17. K.D. Arote
18. Shankar M. Patankar
19. Chindu G. Langhi
20. J.T. Bhiare
21. V.G. Malgi
22. D.C. Mandal
23. P.N. Dhote
24. G.K. Desai
25. A.G. Gaikwad

2. After receipt of reference, notices were sent to both. On that claim statement was filed by the union at Ex-5 and written statement by first party at Ex-12. Even issues were framed at Ex-13 and matter was fixed for recording evidence.

3. Though opportunity was given to union to lead evidence, nobody appeared on behalf of the union to prove their case. After waiting for long time for affidavit and looking that, second party is not pursuing matter, it is disposed of for want of prosecution. Hence the order:

ORDER

Reference is disposed of for want of prosecution.

Date: 20-07-2010

A.A. LAD, Presiding Officer

नई दिल्ली, 23 अगस्त, 2010

का.आ. 2346.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल पी जी बौटलिंग प्लांट हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 4/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-08-2010 को प्राप्त हुआ था।

[सं. एल-30012/25/2007-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd August, 2010

S.O. 2346.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4/2009) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LPG Bottling Plant Hindustan Petroleum Corporation Ltd. and their workman, which was received by the Central Government on 23-08-2010.

[No. L-30012/25/2007-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO.1, KARKARDOOMA COURT COMPLEX, DELHI

I.D. No. 4/2009

Shri Raj Guru S/o Shri Chhatar Singh,
R/o No. 391/27, Near Batli Factory,
Vishamber Nagar,
Rohtak Road, Jind

... Workman

Versus

The Plant Manager,
LPG Bottling Plant, HPCL,
Rohtak Road, Jind

...Management

AWARD

Claimant was engaged by a contractor to carry out maintenance of computers at L.P.G. Bottling Plant, Jind Haryana. He did maintenance job in the said bottling plant, on behalf of the contractor for about a year. When his services were disengaged by the contractor, he raised a demand with the Plant Manager, L.P.G. Bottling Plant, Jind, for reinstatement of his job. Legal notices were also sent on behalf of the claimant. Since no response was received, the claimant raised a dispute before the Conciliation Officer. When conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-30012/25/2007-IR(M), New Delhi, dated 18-12-2007, with following terms:

“Whether the demand of Shri Raj Guru S/o Shri Chhatar Singh, ex-Computer Operator for reinstatement in service of HPCL, Bottling Plant, Jind w.e.f. 5-8-2005 is just, fair and legal? If not, to what relief the workman is entitled to and from whom?”

2. Claim statement was filed by Shri Raj Guru pleading therein that he was appointed as computer operator on 17-8-04 at daily wages of Rs. 120, to work at L.P.G. Bottling Plant, Jind, Haryana, after conducting an interview. He was performing his duties to entire satisfaction of his superiors and never gave a chance of complaint to them. His appointment was done by Shri G.K.Singh, Manager. On 24-7-2005 he went to village Uchana, District Jind, Haryana, to pay a visit to his aunt, where he fell ill. He informed his senior on telephone, who allowed half day leave to him. He visited his office in second half of the day and worked there. However, his condition deteriorated and on 30th of July, 2005, he was advised by medical officer to take proper treatment. On 4th of August, 2005, he moved an application for leave, which was declined. He was hospitalised for treatment and became able to visit his work place only on 20-10-05, for resumption of his duties. He was not allowed to enter the Plant and told that his service has been terminated. He again visited the unit but was threatened of dire consequences. His termination amounts to retrenchment within the meaning of Section 2(00) of the Industrial Disputes Act, 1947(in short the Act). Provisions of section 25-F of the Act were also violated. He gave legal notice on 25-10-05 and thereafter on 6-12-05, which were not responded by the management. His wages for the period from 4-8-05 to 20-10-05 were also not paid. He claims reinstatement in service with continuity and full back wages.

3. Claimant statement was resisted pleading that the claimant was never employed by the management. There was no relationship of employer and employee between the parties. The claimant had not submitted any document such as appointment letter, employee number, identity card and salary slip etc. to establish that he was ever appointed by the management. It has been denied that he was appointed as a Computer Operator on 17-8-04. The management projects that claimant was engaged by the contractor, namely, M/s R.K.Brothers to carry out maintenance work, awarded to him by the management. The claimant visited premises of the management to carry out maintenance work on behalf of the contractor. For appointment to a post, the management has to advertise vacancy in a newspaper as well as at its website, inviting applications from general public. After short-listing applications, a written test is to be conducted which is followed by an interview. Successful candidate is given an appointment letter, who may join services after his medical check up. Claim put forward by the claimant that he was appointed by G.K.Singh, Manager, is false, since Shri Singh had no authority to appoint anyone without following recruitment rules. It has been denied that there was an opportunity for the claimant to move leave applications, as unfolded by him in his claim statement. There was no question of disbursing salary to the claimant. His claim that he was not allowed to resume his duties after his treatment, has no substance. It has been pleaded that the claim, put forward by the claimant, is liable to be dismissed

4. On pleadings of the parties, following issues were settled.

1. Whether there was relationship of employer and employee between the workman and the management?
2. As in terms of reference
3. Relief.

5. Claimant has tendered his affidavit Ex.WW1/A as evidence, besides documents Ex.WW1/I to Ex.WW1/6 in support of his claim. He was cross examined at length on behalf of the management. Balbir Singh (WW2) was also examined on behalf of the claimant. Shri Pradeep Tanwar, Plant Manager, tendered his affidavit Ex.MW1/A as evidence on behalf of the management. He was cross examined at length on behalf of the claimant. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri Atul Kumar Sharma, assisted by Vineet Sharma, authorised representative, advanced arguments on behalf of the claimant Shri Rajesh Kumar assisted by Shri L.M.S.Bisht advanced arguments on behalf of the management. I have given my careful considerations to the arguments advanced

at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

Issue No. 1

7. Raj Guru swears in his affidavit that he was appointed as Computer Operator by Shri G.K.Singh, the then Manager of the Plant on 17-08-04 after conducting an interview. His wages were Rs.120 per day. Gate pass was issued in his favour, photo copy of which is Ex.WW1/1. He performed his duties to entire satisfaction of his superiors and never gave a chance of complaint to them. On 24-7-05 he went to village Uchana, District Jind, Haryana, where he fell ill. He took treatment from dispensary, copy of prescription slip is Ex.WW1/2. He was advised to take proper treatment on 30-7-05. Hence he moved an application for leave on 4-8-05, which application was declined. Since his condition deteriorated, he was hospitalized for treatment. He visited the Plant on 20-10-05 for joining his duties. He was not allowed to join his duties, saying that his services have been terminated. He sent legal notice on 25-10-05 which is Ex.WW1/3. Postal receipt is Ex.WW1/4 and A.D. Card is Ex.WW1/5. Reply Ex.WW1/6 was submitted by the management before the Conciliation Officer. During the course of his cross examination, he concedes that Ex.WW1/1 is photo copy of an application for issuance of a gate pass. He presents that Ex.WW1/1 bears signatures of Shri Behra, Security Manager. He admits that he had not applied for service with the management, on an advertisement of vacancy in a newspaper. He asserts that he was kept on job, since he came to know about the vacancy through some source. He admits that wages were not paid to him by the management through cheques. He further admit that regular employees of the management were issued identity card. He presents that an identity card was issued to him, which was kept at the gate when he was not allowed to enter the premises of the management.

8. Shri Balbir Singh (WW2) presents that the claimant was known to him since he was performing his duties at LPG Bottling Plant, Jind, Haryana from August, 2004 till August, 2005. On consideration of authority letter Ex.WW1/1, he permitted entry of the claimant inside the plant. He used to maintain a register for employees of the contractor, wherein their time of arrival and departure were recorded. He admits that he used to make entry in that register in respect of arrival and departure of the claimant. Claimant never entered the bottling plant, by way of punching his cards. Regular employees were given punching cards by the management. Employees of the contractor were never given any punching card. He admits that the claimant used to visit the bottling plant, to perform work on behalf of the contractor.

9. Pardeep Tanwar unfolds in affidavit Ex.MW1.A that there was no relationship of employer and employee between the claimant and the management. No post of Computer Operator exists in the establishment. He dispels

the proposition that the claimant was appointed by Shri G.K.Singh, after conducting an interview. He presents that no record relating to employment of Raj Guru is there in L.P.G. Bottling Plant, Jind. He confirms facts testified by Balbir Singh, to the effect that an outsider can enter the plant, after recording his entry in visitors' register kept at the gate. According to him application Ex.WW1/1 does not relate to L.P.G. Bottling Plant, Jind.

10. When facts unfolded by the claimant, Shri Balbir Singh and Shri Tanwar are appreciated, it came to light that except Ex.WW1/1 claimant had not produced any document show that he was appointed by the management as Computer Operator. When Ex.WW1/1 is closely perused, it came to light that this application was moved by the claimant for seeking entry inside the said bottling plant in respect of work. His entry was permitted by an officer of the management and thereafter Shri Balbir Singh, the Security Supervisor, permitted the claimant to make an entry in the bottling plant after recording particulars in that regard in visitors' register. Shri Balbir Singh deposed in bold words that the claimant had not shown his appointment letter to him. He asserts that no identity card was ever issued in favour of the claimant by the management. Employee number was also not allotted to the claimant. No punching card was issued to the claimant, like regular employees of the management. Claimant was allowed entry inside the bottling plant, after recording his particulars in the visitors' register, highlights Shri Balbir Singh. He announced that the claimant used to visit the bottling plant to perform work on behalf of the contractor. Shri Balbir Singh is the witness, who was brought in the witness box by the claimant. Facts unfolded by Shri Balbir Singh project that the claimant was an employee of the contractor, who used to perform work in the bottling plant on his (contractor) behalf.

11. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

12. A distinction is always drawn between "contract for service" and "contract of service". In one case the master can order or require what is to be done, while in the other case he cannot only order or require what is to be done, but how itself it shall be done. The distinction is - under a contract of service, a man is employed as a part of the business and work is done as an integral part of the business, while under contract for service, his work, although done for the business, is not integrated into it, but is only assessor to it. But the test of being a servant does not rest now a days on submissions to orders. It depends on whether person is part and parcel of the organization.

13. Mere existence of a contract of service would not confer a relationship of employer and employee until the employer is in a position to control the work of the employee. A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct the means also, or, as it has been put, "retains the power of controlling the work", a servant is a person subject to the command of his master as to the manner in which he shall do his work. An independent contractor is one who undertakes to produce a given result but so that in actual execution of the work he is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified before hand.

14. In Shivnandan Sharma [1955(1) LLJ 688], the Apex Court for the first time laid down the crucial test of supervision and control for determining the relationship of employer and employee. In Dharangadhara Chemical Works Limited [1957(1) LLJ 477], the Apex Court ruled that test of "supervision and control may be taken as the prima facie test for determining the relationship of employment". It was further laid that existence of the right in the master to supervise and control the work to be done by the servant, not only matter of directing that work the servant is to do but also the manner in which he shall do his work is the prima facie test for determining the existence of master and servant relationship. It was suggested that correct method of approach, would be to consider whether having regard to the nature of work there was due control and supervision by the employer. The greater amount of direct control exercised over the person rendering the services by the person contracting for them, the stronger the ground for holding it to be a contract of service. The control and supervision test was reaffirmed by the Apex Court in Chintaman Rao [1958(1) LLJ 252], wherein it was ruled that "worker" was a person employed by the management and there must be contract of service and a relationship of master and servant between them. In Shankar Balaji Waje [1962(1) LLJ 119], the Apex Court clarified that "control of the management, which is a necessary element of the relationship of master and servant is not directed towards providing or dictating the nature of the article to be produced or the work to be done, but refers to the other

incidents having a bearing on the process of work the person carries out in the execution of the work. The manner of work is to be distinguished from the type of work to be performed. In *V. P. Gopala Rao* [1970(11) LLJ 59], the Apex Court said that it is the question of fact in each case whether the relationship of master and servant exists between the management and the workman and there is no abstract a priori test of the work control required for establishing the contract of service. It was laid therein that for holding that the persons employed in the factory were workers within the meaning of sub section (1) of section (2) of the Factories Act, it is to be considered that the fact that the workman had to work in the factory implied certain amount of supervision by the management and the nature and extent of control varied in different industries and that when the operation was of a simple nature, the control could be exercised at the end of the day of the method of rejecting the bid is which did not come up to the proper standard. It is, therefore, not surprising that in recent years, the control test, as traditionally formulated, has not been treated as an exclusive test. In *Silver Jubilee Tailoring House* [1973 (11) LLJ 495] the Apex Court ordained that “it is in its application to skilled and particularly professional work that control test in its traditional form has really broken down. It has been said that in interpreting that “control” as meaning the power to direct how the servant should do the work, the court has been applying the concept suited to a past age”.

15. During the last three decades emphasis in the field has shifted and no longer rests so strongly upon the question of control. Control is obviously an important factor and in many cases it may still be a decisive factor, but it would be wrong to say that in every case it is a decisive factor. In *Shining Tailors* [1983(11) LLJ 143], the Apex Court held that the piece rated workers working for a big tailoring establishment were workmen for the establishment. It was observed therein that the “right of removal of the workman or not to give work is an element of control and supervision” which was amply satisfied to announce that those piece rated workers were the workmen for the establishment. The Court concluded that the proposition that “piece rate” itself indicates relationship of independent contract, is not correct. A servant who has full liberty to attend to his work according to his pleasure and not according to orders of his master, is an independent contractor. A goldsmith engaged to finish jewels within a given time and when it was open to such goldsmith to finish jewels within the given time or earlier and engage themselves or others of their own were held to be independent contractors, in *K. Keswa Reddiar* [1957 (1) LLJ 645]. In the like manner a goldsmith who undertook the manufacture of ornaments like other goldsmith which he was asked to manufacture and was entitled to receive remuneration which would depend upon the nature of the work done, was held to be not under the order or control of the proprietor of the

concern for whom he was doing the work, in *Achuta Achar* [1968(1) LLJ 500]. An agreement for selling milk on commission was held to be a contract for service and not a contract of service, in *Abad Dairy Doodh Vitran Kendra Sanchalak Mandal, Ahmedabad* (1989 Lab.L.C.1770). The Tiny Deposit Agents employed in deposit mobilization activity of the bank have been held to be falling within the definition of the workman and not an independent contractor in the precedent in the *Management of Indian Bank* [1990(1) LLJ 50].

16. Except *Ex. WW1/1* no document is put forward by the claimant to show that he was engaged by the management. *Ex. WW1/1* nowhere empowers the claimant to say that he was engaged by the management. It simply highlights that entry of the claimant was permitted inside the said plant. Why his entry was permitted inside the plant, those facts have been explained by *Balbair Singh*. He presents that the claimant used to perform work in the plant on behalf of the contractor. All attributes of an employee of a contractor has been attached by *Balbair Singh* to the claimant, when he projects that neither an appointment letter nor an identity card nor a punching card was issued to him. He gives confirmation to the theory of an employee of a contractor, deposing that the claimant used to make his entry in the visitors’ register, kept for visitors only. Therefore, facts unfolded by *Balbair Singh* restricts the case of the claimant to the effect that he was an employee of a contractor. He was never engaged by the management. The claimant has not been able to show his engagement by the management at any point of time. His assertion that he was engaged by *Shri G.K. Singh*, Manager, has been cut to size by facts unfolded by *Shri Balbair Singh*. Story put forward by the claimant stood melt away, when *Balbair Singh* narrated facts. Claimant could not question credibility of *Balbair Singh*, since he was made to enter in the witness box by the former. No eye brows were raised on *Balbair Singh* when he narrated facts in the matter. Therefore, assertions made by the claimant are found to be farther from the truth. Facts presented by *Balbair Singh* gives reaffirmation to story projected by *Pardeep Tanwar*. Taking into consideration all these facts I am constrained to conclude that the claimant has failed to establish that he was ever engaged by the management and relationship of employer and employee were created. No case has been established to the effect that the claimant ever worked under the control and supervision of the management. He could not establish that the management ever exercised control and supervision of his work. Considering the clinching evidence, the issue is, therefore, answered in favour of the management and against the claimant.

Issue No.2.

17. Since the claimant was an employee of a contractor, it does not lie in his mouth to raise a demand on the management for reinstatement of his services. Demand

made by the claimant is neither just nor fair, not to talk of its legality. Absence of privity of contract between the claimant and the management denounces merits of his claim. His demand is, therefore, held to be unjust, unfair and illegal. The issue is, therefore, answered in favour of the management and against the claimant. Relief.

18. In view of my decision on issue No.1 and 2, the claimant is not entitled to any relief. His claim for reinstatement in service with continuity and full back wages is brushed aside. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated: 22-7-2010

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 24 अगस्त, 2010

का.आ. 2347.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैलाडीला आयरन ओर प्रोजेक्ट डिपोजिट सं. 5. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 89/87) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-08-2010 को प्राप्त हुआ था।

[संख्या एल-26012/44/85/डी-III(बी)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 24th August, 2010

S.O. 2347.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 89/87) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bailadila Iron Ore Project Deposit No. 5 and their workman, which was received by the Central Government on 24-08-2010.

[No. L-26012/44/85/D-III (B)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/89/87

Presiding Officer: Shri Mohd. Shakir Hasan

The General Secretary
Bailadila Iron Ore Project (CITU),
Hill- Top, PO Bachel,
Distt. Bastar (MP)

Workman/Union

Versus

The General Manager
Bailadila Iron Ore Project,
Deposit No. 5,
PO Bachel,
Distt. Bastar (MP)

Management

AWARD

Passed on this 23rd day of July-2010

1. The Government of India, Ministry of Labour vide its Notification No.L-26012/44/85-D.III (B) dated 19-6-1987 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the General Manager, Bailadila Iron Ore Project Deposit No.5 at Bachel in reverting Shri Laxman Prasad from Mechanic Grade III to Maintenance Assistant as a measure of penalty for alleged misconduct under Certified Standing orders is fair and justified? If not, to what relief the workman is entitled?”

2. The case of the Union/workman in short is that the workman Shri Laxman Prasad was appointed as Khalasi on 2-11-72. He was promoted upto the post of Mechanic Grade III, w.e.f. 3-4-81. He was executive member of Bailadila Mazdoor Union (CITU) and had actively raised the demands of the workers causing annoyance to the management. He was served with chargesheet dated 8-2-83 alleging therein about commission of misconduct under the Standing Orders. It is stated that the agitation was originated from the circular of the management whereby the workers of Service Centre were directed to report on normal duty on 26-1-1983 (Republic Day) which was National Holiday and it was Wednesday as such it was weekly rest day as well. As a result the workers did not report on duty on 26-1-83 and they were marked absent. Peaceful agitation started by them w.e.f. 27-1-83. A verbal agreement was reached between the management and the employees of Service Centre and the workers with drew the agitation w.e.f. 2-2-83 but on 3-2-83, the management suspended many workers including this workman. Thereafter the charge sheet was served and the worker gave reply but the management was not satisfied with the reply of the workman and a departmental proceeding was initiated by appointing of the Enquiry Officer. The Enquiry Officer conducted the proceeding violating the principle of natural justice. During the course of enquiry, the workman was served with another chargesheet on 17-4-83 with prejudice mind. The workman denied the charges. He was not given proper opportunity to defend himself. After enquiry the Enquiry Officers submitted enquiry reports in both the proceedings. The Disciplinary Authority show caused the workman. The workman replied the same but the Disciplinary Authority with perverse finding passed the order dated 25-9-84 of punishment whereby he was reverted to the post of

Maintenance Assistant. On these ground, it is submitted that the order of punishment be set aside with all arrears of wages.

3. The management appeared and filed Written Statement. The case of the management, inter alia is that the workman Shri Laxman Prasad, Mechanic III was served with two charge sheets on 8-2-83 and 17-4-83 for his misconduct. The workman denied the charges. Two different departmental proceedings were initiated against him by appointing Enquiry Officers who conducted the enquiries. The opportunities were given to him by the Enquiry Officers to defend himself. The workman took the assistance of co-workers in both the proceedings. The witnesses were examined in both proceedings in presence of the workman and his co-workers cross-examined these witnesses which were held separately. After conclusion of the enquiries, the enquiry Officers submitted enquiry reports separately in both proceedings holding therein that the charges stand proved. The copy of the enquiry reports were supplied to the workman and show cause was asked from him. After considering the entire facts and circumstances of both the proceedings and after examining the evidence adduced in the proceedings, the Disciplinary authority passed the order of punishment on 25-9-84 reverting the workman Shri Laxman Prasad from the post of Mechanic III to the post of Maintenance Assistant. It is stated that the punishment awarded to Shri Laxman Prasad is the minimum appropriate punishment to the serious charges duly proved against him. It is submitted that the management is fully justified and the claim of the workman be rejected.

4. On the pleadings of both the parties, the following issues are framed---

- i. Whether the domestic/departmental enquiry is proper and legal?
- ii. Whether the punishment awarded is proper and legal?
- iii. Whether the management is entitled to lead evidence before this Tribunal?
- iv. Whether the termination/action taken against the workman is justified on the facts of the case?
- v. Relief and costs?

5. Issue No.1 & 3

Preliminary issue is earlier taken up as to whether the Departmental enquiry is, proper and legal. It is already held by the then Tribunal on 9-3-99 that the procedure adopted in the DE is valid, proper and legal. Thereafter none of the parties adduced any evidence in the Tribunal and have relied all the documents of the DE papers which are admitted

vide order dated 14-12-89. Thus there is no fresh evidence adduced in the Tribunal. Thus both the issues are accordingly answered.

6. Issue No.2 & 4

As discussed above, no fresh evidence is adduced by either of the parties in the Tribunal. Both have relied on the DE papers. Two proceedings were conducted and the two files are marked as Article "A" and Article "B". Now the points are to be seen as to whether the findings of the Enquiry Officers are perverse and the punishment is proportionate or not. Section 11-A of the Industrial Disputes Act, 1947 provides discretion to the Tribunal that where the management held the workman guilty of the misconduct, the Tribunal can in view of the aforesaid section differ from the finding in a proper case and hold that no misconduct is proved. The Apex Court in *Usha Breco Mazdoor Sangh versus Management of Usha Breco Limited* and another reported in (2008) 5 S.C.C.55 interpreted the application of Section 11 A of the I.D. Act 1947 in the light of *Firestone Tyre and Rubber Co. of India (P) Ltd. case*, (1973) 1 SCC 813. It is laid down that in the event of fresh evidence adduced before the labour court by management, the Labour Court will have jurisdiction to appreciate the evidence. But in a case where material brought on record by enquiry officer fall for re-appreciation by the Labour Court, it should be slow to interfere therewith. Thus it is clear that where no new and fresh evidence is brought on the record and only on the materials available before the Enquiry Officer is before the Tribunal, the Tribunal should only in proper cases where the finding is perverse, interfere with the punishment.

7. Now it is to be examined that the materials available on the record is sufficient to take any different findings. On perusal of the DE papers and the pleadings of the parties it is admitted that the workman was on strike. The witnesses have supported the case of the management. They have supported that the workman alongwith others obstructed the work and abused the management and other persons. It looks probable that when they were on strike, such act was committed by them which was supported by the witnesses. In another proceeding, the witnesses have supported the case of the management. I find that the finding of the Enquiry Officers are not perverse. I find that the punishment is just and proportionate. There is no reason to interfere with the order of punishment. These issues are decided in favour of the management.

8. Issue No. 5

On the basis of the discussion made above, I find that the workman is not entitled to any relief. Accordingly the reference is answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 24 अगस्त, 2010

का.आ. 2348.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एसोसियेटेड स्टोन इन्डस्ट्रीज कोटा लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट संदर्भ संख्या 123/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार ने 24-8-2010 को प्राप्त हुआ था।

[संख्या एल-29012/32/2004-आई आर(एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 24th August, 2010

S.O. 2348.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 123/2005) of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial dispute between the employers in relation to the management of M/s. Associated Stone Industries (Kota) Ltd. and their workman, which was received by the Central Government on 24-8-2010.

[No. L-29012/32/2004-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

President : N.K. Purohit, Presiding Officer

No. 123/05

Reference No. L-29012/32/2004-IR(M) dated : 18-10-2005

Shri Shaukat Ali
S/o Mehmood Ali, Q.No. 8,
Udyala Colony, Vill & Post Udayala,
Tehsil Ramganj, Kota (Raj.)
(died during proceeding & L. R. impleaded)

The General Secretary,
Patthar Khan Kamgar Union (HMS),
Bengali Colony, Chhawani,
Kota (Raj.)

V/s

Associated Stone Industries (Kota) Ltd.
Ramganjmandi, Kota (Raj.)

AWARD

29-07-2010

1. The Central Government in exercise of the powers conferred under clause (d) of sub section 12 & 20A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication which is as under:—

“Whether the industrial dispute raised by Patthar Khan Kamgar Union, Kota against the management of Associated Stone Industries, Kota over termination of services of Sh. Shaukat Ali S/o Sh. Mehmood. Ali w.e.f. 23-4-2003 justified? If so, to what relief the concerned workman is entitled?”

2. Pursuant to the reference registered notices were issued to both the parties. The claim statement of the workman was filed on 13-12-2005. The non-applicant filed its reply on 10-4-2006 and rejoinder was filed on 29-5-2006.

3. On 21-5-2010 an application was moved on behalf of the legal representatives of the workman Shaukat Ali, stating therein that the workman has died. Therefore, they may be impleaded as party in the reference proceeding. Shri Darshan Singh, Advocate, filed his authority letter on behalf of the legal representatives of the deceased workman.

4. Subsequently on next date i.e. 2-7-2010 the legal representatives of the workman were impleaded as party in the case and on the same date they also moved an application stating therein that the dispute between the parties has been settled on the basis of the compromise between the parties and they have received the cheque of the amount payable to the deceased workman. The learned representative on behalf of the both sides have submitted that matter in dispute has been resolved between the parties and both the sides do not want to lead any evidence and requested that the matter may be disposed off on the basis of settlement between the parties.

5. In present matter the reference under adjudication is whether the action of the management of the opposite party in terminating the services of the workman Shaukat Ali was justified?

6. The statement of claim was filed by the workman but he died during the pendency of the reference and his legal representatives have been impleaded as party in the present dispute.

7. Since, the matter in dispute has been settled between the parties and admittedly the legal representatives of the deceased workman have received the amount payable to the workman and both the parties have requested to dispose of the case on the basis of the settlement between the parties and they have not adduced any evidence in support of their respective case, it appears that no dispute

exist between the parties and grievances of the workman stand redressed. Moreover, there is no material on record for adjudicating the reference on merit.

8. Resultantly, no relief is required to be given to the legal representatives of deceased workman and "No Claim Award" is passed in this matter. The reference under adjudication is answered accordingly.

9. Award as above.

N.K. PUROHIT, Presiding Officer

नई दिल्ली, 24 अगस्त, 2010

का.आ. 2349—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स मसूद अहमद आत्मज श्री हाजी सुल्तान अख्तर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोटा के पंचाट (संदर्भ संख्या 10/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-08-2010 को प्राप्त हुआ था।

[संख्या एल-29012/25/2001/आई आर(एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 24th August, 2010

S.O. 2349.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Masood Ahmed S/o Hajee Sultan Akhtar and their workman, which was received by the Central Government on 24-08-2010.

[No. L-29012/25/2001/IR (M)]

KAMAL BAKHRU, Desk Officer

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज.

पीठासीन अधिकारी—अनुराधा शर्मा, आर.एन.जे.एस

निर्देश प्रकरण क्रमांक : ओ. न्या./केन्द्रीय/10/01

दिनांक स्थापित 6-6-01

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश संख्या एल 29012/25/2001/आईआर(एम) दिनांक 14-5-01

निर्देश विवाद अन्तर्गत धारा 10(1)(घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

रमेशचन्द पुत्र श्री भैरुलाल

द्वारा राष्ट्रीय मजदूर संघ जनरल सेक्रेटरी

रामगंजमण्डी जिला कोटा।

....प्रार्थी श्रमिक

एवं

मैं मसूद अहमद पुत्र श्री हाजी सुल्तान अख्तर,

रामगंजमण्डी जिला कोटा।

....अप्रार्थी नियोजक

उपस्थित

प्राथी श्रमिक की ओर से प्रतिनिधि:-

कोई उप. नहीं

अप्रार्थी नियोजक की ओर से प्रतिनिधि:-

श्री आर.एस. शर्मा

अधिनियम दिनांक : 29-7-10

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासंगिक आदेश दिनांक 14-5-01 के जरिये निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जायेगा की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णय समप्रेषित किया गया है:-

"Whether the action of the management in terminating the service of Sh. Ramesh Chand S/o Sh. Bheru Lal on 1-8-2000 from the post of Munshi by the management of M/s. Massod Ahmed legal and justified? If not, what relief Sh. Ramesh Chand is entitled and from which date?"

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों की सूचना विधिवत रूप में जारी की गयी जिस पर दोनों पक्षों की ओर से अपने-अपने अभ्यावेदन प्रस्तुत किये गये।

3. दौरान विचारण पत्रावली दि. 27-7-10 को वास्ते जिरह प्रार्थी नियुक्त थी किन्तु उस दिन ना तो स्वयं प्रार्थी अथवा उसका कोई अधिकृत प्रतिनिधि न्यायाधिकरण में उपस्थित हुआ एवं ना ही किसी प्रकार की कोई साक्ष्य प्रस्तुत हुई। पत्रावली में प्राथी श्रमिक पिछली कई पेशियों पर भी कई बार उपस्थित नहीं हुआ। इन समस्त तथ्यों को दृष्टिगत रखते हुए और समय दिया जाना उचित नहीं समझते हुए, प्रार्थी की साक्ष्य बंदी का आदेश पारित किया गया और उसके द्वारा पूरे में प्रस्तुत शपथ-पत्र उक्त कारण से साक्ष्य में ग्राह्य योग्य नहीं रहा। अप्रार्थी पक्ष की ओर से भी उक्त तिथि को भी कोई साक्ष्य प्रस्तुत नहीं किये जाने का कथन करते हुए अपनी साक्ष्य समाप्त की गयी।

बहस पक्षकारों की सुनी गयी, पत्रावली का अवलोकन किया गया। अवलोकनोपरान्त यह स्पष्ट प्रकट होता है कि प्रार्थी श्रमिक की ओर से अपने द्वारा प्रस्तुत क्लेम स्टेटमेन्ट को किसी भी तरह की साक्ष्य से साबित नहीं किया गया है, अर्थात् वो अपने मामले को साबित करने में पूर्णतया असफल रहा है। अतः प्रार्थी श्रमिक अधिनियमान्तर्गत कोई संरक्षण प्राप्त नहीं होने से किसी प्रकार का कोई अनुतोष अप्रार्थी नियोजक से प्राप्त करने का अधिकारी नहीं है और सम्प्रेषित निर्देश/विवाद को इसी प्रकार से अधिनिर्णित कर उत्तरित किया जाता है।

अनुराधा शर्मा, न्यायाधीश

नई दिल्ली, 25 अगस्त, 2010

का.आ. 2350.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेहरू युवा केन्द्र संगठन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 9/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-8-2010 को प्राप्त हुआ था।

[सं. एल-42012/66/2006-आईआर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th August, 2010

S.O. 2350.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/2007) of the Central Government Industrial Tribunal/Labour Court, No.-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Nehru Yuva Kendra Sangathan and their workmen, which was received by the Central Government on 25-8-2010.

[No. L-42012/66/2006-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-NO.1, KARKARDOOMA COURTS
COMPLEX, DELHI**

ID.NO.9/2007

Shri Chander Dutt
R/o House No.156,
IVth Floor, Savitri Nagar,
New Delhi-110017.

... Workman

Versus

The Executive Director,
Nehru Yuva Kendra Sangathan,
Department of Youth Affair and Sports,
Min. of Human Resources,
East Plaza, I.G. Indore Stadium,
New Delhi-110001.

...Management

AWARD

National Re-construction Corps, (known as N.R.Scheme) for Youth was launched during the year 1999 all over the Country, but actual functioning of the scheme started in May and June, 2001. The scheme provided an opportunity to the youth to participate in the process of nation buildings. Working for and with the community, understanding problems of real life and utilizing skills and

knowledge, in solving those problems was to enrich their experience and prepare them for challenges in later life. The scheme was designed to achieve twin objectives of man making and nation building. The work of the scheme was to be area and locality specific. During pilot stage the scheme was implemented as a central sector scheme having Steering Committee and the Executive Committee at National level, Advisory Committee at State level and Advisory Committee and Executive Committee at the District Level. Department of Youth Affairs and Sports, Government of India was responsible for over all implementation of the scheme, while Nehru Yuva Kendra Sangathan, (hereinafter referred to as the management), an autonomous organization under administrative control of department of Youth Affairs and Sports, was to work as implementing agency. District Youth Coordinator was to establish linkages with agencies like National Service Scheme, District Rural Development Agency, District Urban Development Agency and the various non-governmental organisation, working in the related areas. He was to identify projects suitable for implementation and work out modalities of implementation and all other requisite details in consultation with the beneficiary departments, finalize the budget, and ensure availability of funds and deployment of volunteers.

2. A Project Officer was to assist District Youth Coordinator in implementation of the scheme. Project Officer was to be deployed by the management for each district where the scheme was to be implemented on a lump sum honorarium of Rs 4000 PM on contract basis for one year extendable for one more year. He was to be paid a maximum of Rs.1000 PM as travel allowance. His appointment was to terminate automatically on expiry of contract period. Volunteers were to be deployed by the management on specific projects relating to community and national development. Volunteers were to be recruited for one year only, maintaining transparency in the method of their recruitment.

3. The scheme, being a central sector scheme, was to be funded by the Central Government. An amount of Rs.6500 PM per selected district, was to be provided by the management for establishment expenses. Volunteers were to be given honorarium of Rs.1000 PM, inclusive of travel expenses. Two weeks training and orientation programme was to be organized for the volunteers, to enable them to acquire a deep understanding of the objectives and issues involved in national development and to impart specific managerial and technical skills. Therefore, it were the youth coordinators, project officers and volunteers, who were to be deployed on projects sponsored by the beneficiary departments at Central and the State level.

4. The scheme was sanctioned for 80 districts during the year 2001-2002, but was operationalised in 76 districts,

except four districts of West Bengal. It was extended to another 40 districts during the year 2002-2003. The scheme was on pilot phase upto 31st of March, 2003. In order to implement the scheme effectively, following committees were functioning to advise and guide the field functionaries:

1. National Steering Committee headed by the Hon'ble Union Minister of Youth Affairs and Sports, Government of India.
2. National Executive Committee headed by the Secretary, Ministry of Youth Affairs and Sports, Government of India.
3. Board of Governors of the management headed by Hon'ble Union Minister for Youth Affairs and Sports, Government of India.
4. State level Advisory Committee headed by Hon'ble Minister for Youth Affairs and Sports of the concerned State Government.
5. District level Advisory Committee headed by Chairman, Zila Parishad of the concerned district.
6. District level Executive Committee headed by DM/DC of the concerned district.

5. During November/December, 2001 and January, 2002 internal evaluation was carried to have feed back of strength and weakness on implementation of the scheme. Workshops were organized in September/October, 2002 at different places. A meeting was conducted at the Head Quarters of the management in October, 2002 for selected officers, who were having knowledge of management information system. One day workshop was organized at six places for the project officers, selected volunteer youth coordinators and original coordinators. A survey proforma was developed for collecting required information through personal contract programme. Outcome of evaluation was submitted to the Ministry and decision on continuation of the scheme pends consideration.

6. To run establishments at district level, group 'D' employees were engaged. Shri Chander Dutt was engaged on 18th of May, 2001 as a daily wager. His engagement was approved vide order dated 6-6-2001. He was paid minimum wages as per actual days of his work. His engagement was extended from time to time. His services were disengaged on 30-4-2004. He raised a demand for reinstatement in service. When his request for reinstatement was not conceded to, he filed a writ petition before High Court of Delhi on 10th of December, 2004. He withdrew that writ petition, to seek redressal of his grievances with the management. Ultimately he raised a dispute before the Conciliation Officer. When conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-42012/66/2006-IR(DU), New Delhi, dated 25-01-2007, with the following terms:

"Whether the action of the management of Nehru Yuva Kendra Sangathan, New Delhi, in terminating

the services of their workman Shri Chander Dutt w.e.f. 30-4-04 is legal and justified? If not, to what relief the applicant is entitled to?"

7. In his claim statement Shri Chander Dutt pleads that he was appointed by the management as a group 'D' staff on 18-5-2001 on daily wage basis, due to huge work load. Competent authority approved his engagement vide office order dated 16-4-2002. Though he was retained/absorbed against a regular post w.e.f. January, 2002, yet his services were terminated on 30-4-04, without following due process of law. He served a legal notice as well as reminder on the management but no response was received. He filed a writ petition before High Court of Delhi, contents of which petition may be read as part of his claim statement. (Copy of writ petition was not filed, which fact makes his request meaningless). Later on writ petition was withdrawn, with a permission to make representation to the management. He made a representation, which was not responded to by the management. He claims reinstatement in service with continuity, full back wages and all consequential benefits.

8. Claim was resisted by the management pleading therein that he was never appointed as a regular employee, following due process of law. The management was given responsibility to implement a nationwide project, known as N.R.Scheme. While implementing that project, it was observed at various level that work load had increased and a necessity was felt to deploy daily wagers, so that regular programme may not hamper. Accordingly the claimant was appointed as a peon on 18-5-2001 on daily wage basis, besides others. He was paid for actual working days. A daily wager cannot have legitimate expectation of regularization of his services. Since he was appointed against the scheme, 240 days continuous service in a calendar year would not give him a right for regularization. Before termination of his services, he was given one month notice. Since there was no right in his favour against a substantive post he cannot claim reinstatement or regularization of his service. His claim is liable to be dismissed.

9. Claimant tendered his affidavit Ex.WW1/A as evidence. He was cross examined at length on behalf of the management. Shri R.P.S.Thakur was examined by the management. No other witness was examined by either of the parties.

10. Arguments were heard at the bar. Shri Rajesh Sehrawat, authorised representative, advanced arguments on behalf of the claimant. Shri Rana Ranjit Singh, authorised representative, advanced arguments on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

11. Shri Chander Dutt swears in his affidavit Ex.WW1/A that he was appointed by the management as a

member of group 'D' staff on 18-5-2001 on daily wage basis, due to heavy work load. His appointment was approved by the competent authority vide order dated 16-4-2002. Despite the fact that he was absorbed against a regular post and was allowed dearness allowance w.e.f. January, 2003, his services were terminated without following due process of law. After his illegal termination, he served a legal notice as well as reminder on the management. Termination of his services is illegal, unjustified, unfair labour practice and against the principles of natural justice. During the course of his cross examination, he projects that through someone he came to know about vacancy for daily wager, hence he approached the management. He tendered his resume for appointment. No written test was conducted. However his interview was conducted by Director General of the management. He was appointed in the head quarters of the management, located at Indira Gandhi Indoor Stadium, Delhi. He was not told about the period or the programme for which his appointment was made. He presents that he joined his services with the management on 1-6-2001.

12. Shri R.P.S. Thakur, Deputy Director, deposed that Chander Dutt was appointed as casual employee on 18-5-2001. He was appointed in the project known as N.R. Scheme, which project was to be completed within a period of two years. Since the project came to an end, services of the claimant were dispensed within May, 2004. A notice was served on the claimant on 29-3-2004 informing him that his services would not be required from May, 2004. His wages were paid on monthly basis for actual working days. Pay of workman was released to him for the month of April, 2004. A daily wager has no right for regularization of his services. Claimant was taken on job on need basis. During the course of his cross examination, he concedes that when claimant was appointed no specific period of employment was made known to him. He admits that when a project comes to an end, an employee may be continued in other project if exigency so arises. According to him services of the claimant were terminated, since he committed a misconduct.

13. When facts projected by the claimant and Shri Thakur were appreciated, it came to light that scheme Ex.MW1/1 was implemented by the management. Many employees were appointed under that scheme. Ex.MW1/W7 highlights that the claimant was appointed as a daily wager in the management, since requests were there from various Zonal Directors for deployment of group 'D' staff on daily wage basis. The letter makes it clear that group 'D' employees, appointed on the roll of the management, were in excess to sanctioned posts. However, keeping in view exigency and heavy work load, requests made by Zonal Directors were conceded and claimant, besides others, was appointed in N.R. Scheme. Ex.MW1/W7 was issued in respect of engagement of the claimant. Claimant wants to use this document in part, to establish his appointment

and discard rest of its contents. Claimant cannot be permitted to have benefit of that note and discard the rest, which goes against him. On the strength of this document it is emerging that service of the claimant were engaged against the scheme referred above. He was appointed as a group 'D' employee on daily wage basis. Ex.MW1/W1 is the other letter on the strength of which the claimant and others were made known that the competent authority has approved their engagement on daily wage basis, with effect from the dates of their reporting at respective places. This letter projects that the claimant was to join at the Head Quarter of the management, while others were to join at various Zonal Offices under the scheme referred above. Claimant and others were to draw daily wages at prevalent rates in concerned district for unskilled casual labours. Therefore, this document makes it clear that the claimant and others were appointed by the management against the scheme referred above.

14. Ex.MW1/2 unfolds that Zonal Offices requested the management to provide more staff for completion of administrative work in time. Bio-data of seven persons were received for appointment on daily wage basis and out of those seven candidates six persons, including the claimant, were appointed as daily wager unskilled labour under the scheme. Ex.MW1/6 A to Ex.MW1/6 N are the documents on the strength of which wages in favour of the claimant and others were released from December, 2001 till December, 2002. These documents make it clear that recipients of wages were posted at various places. These documents go to establish that recipients of wages were posted at various Zonal Offices under the scheme. Ex.MW1/7 to Ex.MW1/33 also highlight the very proposition. Documents Ex.MW1/30 to Ex.MW1/33 bear signatures of the claimant and others as recipients of wages. Therefore, the claimant cannot dispute that he was engaged by the management against the scheme as daily wager and was paid for actual days of work.

15. Can claimant dispute that he was not aware that his appointment was made against the scheme? A hue and cry was raised by the claimant that no such fact was ever brought to his notice. He presents that he was appointed against a regular post. His contention stands belied when documents Ex.MW1/W7 is perused. As noted above, steps were taken to engage claimant and others on requests received from Zonal Directors of Madhya Pradesh, Rajasthan, Himachal Pradesh and Bihar for deployment of group 'D' on daily wage basis. Zonal Director, U.P. made request for deployment of Computer Operator. It was unfolded in Ex.MW1/W7 that group 'D' employees on the roll of the management, were in excess to sanctioned posts, yet keeping in view office exigencies and heavy work load of the scheme, requests for deployment made by various Zonal Directors were sent to the competent authority for approval. Ex.MW1/W1 makes it clear that approval was granted by the competent authority to appoint claimant

and others on daily wage basis, in the office of respective Zonal Directors. Ashok Kumar Morya and the claimant were deputed in the head quarters, while Govind Prashad Shukla was sent to the Office of Zonal Director, Bhopal (M.P.), Shiv Kumar Dhore was sent to Office of the Regional Coordinator NYK, Gwalior (M.P.), Shri Udai Singh was sent to the Office of R.C. NYK, Tikangarh (M.P.) and Shri Anand Pande was sent to the Office of Zonal Director NYKS Patna (Bihar). Therefore, this document makes it clear that on requests received from various Zonal Directors, Group 'D' employees were recruited and deputed to carry out work in the establishment of various Zonal Directors, under the scheme. Therefore, it was well within the knowledge of the claimant that he was appointed by the management against the scheme, referred above. When the claimant accepted offer of appointment, made on the strength of Ex. MW1/W1, he is estopped from agitating that he was not appointed against the scheme.

16. Shri R.P.S.Thakur had proved letter dated 16-11-07 as Ex. MW1/35. When this letter was perused it came to light that on 16-11-07, the President has conveyed abolition of Regional Offices and Regional Coordinators were designated as Deputy Directors. 181 posts of peons have been abolished from 16-11-2007, unless they are occupied by regular appointees. In case a regular appointee is there that post would be deemed to have been abolished from the date when he superannuates or gets adjusted against any other regular posts or his services are terminated due to any other reason by the competent authority. Therefore, this document makes it clear that in November, 2007, 181 posts of peons stands abolished and Office of Regional Coordinators have also been abolished. This document highlights that at present Government of India has no intention to continue the scheme referred above. As testified by Shri Thakur, the scheme has come to an end on 31-3-2003.

17. In the light of facts notice above it would be considered as to whether disengagement of Shri Chander Dutt amounts to retrenchment has been defined by clause (oo) of Section 2 of the Industrial Disputes Act, 1947 (in short the Act) as follows :

“oo retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the non-renewal of the contract of

employment between the employer and the workman concerned on its expiry or of such contract being terminated under the stipulation in that behalf contained therein; or

- (c) termination of the service of a workman on the ground of continued ill health ;”

18. Termination of service of a workman as a result of non-renewal of contract of employment between the employer and the workman on its expiry or termination of contract of employment in terms of stipulation contained in the contract of employment does not fall within the ambit of retrenchment Sub-clause (bb) was inserted in Clause (oo) of Section 2 of the Act, with effect from 18-8-1984. When a contract of employment between the employer and the workman provides mode and manner of termination of service, such termination of service has been excluded from the definition of the retrenchment. When contract of employment between the employer and the employee does not specify the period of employment for which workman was employed or when there is no stipulation in such contract providing mode and manner of termination of service, provisions of Sub-clause (bb) of Clause (oo) of Section 2 of the Act will have no application. Termination of service of casual workman on daily wages will not fall within the ambit of Sub-clause (bb) of Clause (oo) of Section 2 of the Act, since “contract of employment” is referable to the contract other than engagement of casual workers on daily wages. “Non-renewal of contract of employment” pre-supposes an existing contract of employment which is not renewed. Even in respect of a daily wager a contract of employment may exist, such contract being from day to day. The position, however, would be different when such a contract is in reality camouflage for a mere sustaining nature of agreement, but the mode of daily wager is adopted so as to avoid the rigours of the Act. Sub-clause (bb) of Clause (oo) of Section 2 of the Act does not contemplate to cover a contract such as of a daily wager and is rather intended to cover mere general class of contracts where a regular contract of employment is entered into and the termination of the service is because of non-renewal of the contract. Sub-clause (bb) is in the nature of an exception to Clause (oo) of Section 2 of the Act and has to be construed strictly so as to secure a just and fair deal to the workmen while adjudicating termination of service of a workman for non-renewal of the contract of employment on expiry of the time stipulated in the contract of employment.

19. In S. M. Nilajakar [2003 (4) SCC 27] the Apex Court laid down conditions to be satisfied when termination of service of a workman, employed in a scheme or project may not amount to retrenchment. Those conditions are extracted thus:

- 1. that the workman was employed in a project or scheme of temporary duration,

2. the employment was on a contract, and not as a daily wager simpliciter, which provided inter-alia that the employment shall come to an end on the expiry of the scheme or project;
3. the employment came to an end simultaneously with the termination of the scheme or project and consistently with the terms of the contract, and
4. the workman ought to have been apprised or made aware of the aforesaid terms by the employer at the commencement of employment.

20. Engagement of a workman as a daily wager does not by itself amount to putting him on notice that he was being engaged in a scheme or project which was to last only for a particular length of time or upto occurrence of some event and therefore he was well aware that his employment was short lived. Contract of employment entered into by the workman with his employer would result in a notice to the workman on the date of the commencement of the employment itself that his employment was short lived and as per terms of the contract the same was liable to be terminated on the expiry of the contract and the scheme or project coming to an end. The workman may not, therefore, complain that by the act of the employer his employment was coming to an abrupt termination. To exclude termination of a scheme or project employee from the definition of retrenchment it is for the employer to prove the aforesaid ingredients so as to attract the applicability of Clause (bb) aforesaid. In the case in hand, the claimant was engaged as a daily wager against the scheme of the management. However, it was not provided in order of his appointment that the scheme was to last for a period of two years and his appointment would come to an end as and when the scheme terminates. It was not brought to his notice that his employment was co-terminus with N. R. Scheme. Order Ex. MW1/W7 or Ex. MW1/W1 no where spell that his appointment would come to an end on termination of the scheme.

21. There is other facet of the coin. Shri Thakur project that the project/scheme in which claimant was employed came to an end on 1-3-2000. Claimant high-lights that his services were dispensed with on 30-4-04. These facts were not disputed by the management. Rather it is projected that a notice was served on the claimant on 29-3-2004 informing him that his service would no longer be required in May, 2004. Therefore, it is obvious that the services of the claimant has not come to an end, on termination of the scheme, in which he was employed. The management has not been able to establish applicability of Sub-section (bb) of Clause (oo) of Section 2 of the Act in present controversy. Consequently, case is not covered within the exceptions provided in the definition of the retrenchment. Termination

of services of the claimant amounts to retrenchment within the meaning of Clause (oo) of Section 2 of the Act.

22. When services of the claimant amounts to retrenchment within the meaning of Clause (oo) of Section 2 of the Act, the management is under a bounden duty to follow provisions of Section 25-F of the Act, in case claimant has rendered a continuous service for a period of one year. "Continuous Service" has been defined by Section 25B of the Act. Under Sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service". Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of Clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In *Vijay Kumar Majoo* (1968 Lab.I.C.1180) it was held that one year's period contemplated by Sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calendar months immediately preceding the retrenchment.

23. At the cost of repetition, it is said that Chander Dutt was retrenched on 30-4-04. He was engaged by the management on 18-5-2001. Management nowhere claims that his service was interrupted for any reasons other than those detailed in Sub-section (1) of Section 25 B of the Act. The management projects that the claimant rendered 294 days actual service in a calendar year from 30-4-04 to 1-5-2003. He was entitled to authorised leave of 46 days in that calendar year. Therefore, it is emerging over the record that he rendered continuous service of 340 days in the calendar year from 30-4-04 to 1-5-2003. In the same manner, he rendered continuous service of 316 days in the calendar year from 30-4-03 to 1-5-2002. He rendered a continuous service of 320 days in calendar year from 30-4-02 to 1-5-2001. Consequently it is emerging over the record that the claimant has rendered continuous service of one year in all calendar year except the calendar year from 30-4-2001 to 7-1-2001. The claimant could satisfy that service rendered by him answers the definition of continuous service as contained in Section 25-B of the Act.

24. The claimant had rendered continuous service of a year, as contemplated by Section 25-B of the Act. Chander Dutt projects that his services were dispensed with on 30-4-2004. He presents that retrenchment compensation was not paid to him, which fact was not dispelled by the management. The management was under an obligation to pay him compensation for retrenchment at the time of retrenchment. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in *Bombay Union of Journalists case* [1964(1) 1 L.J. 251], *Adaishwar Lal* [1970 Lab L.C. 936] and *B. M. Gupta* [1979 (1) LLJ 168] announce that subsequent payment of compensation cannot validate an invalid order of retrenchment. As retrenchment compensation was not paid to Chander Dutt, consequently action of the management falls within the mischief of Section 24-F of the Act.

25. Services of the workman were retrenched without payment of retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, normal rule is to award reinstatement in service. However in *Uma Devi* (2006(4) sc 1) the Apex Court considered the proposition as to whether the persons who got employment without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workmen to be made permanent on the posts which were held by them in temporary or ad-hoc capacity for a fairly long spell. The Court ruled thus :

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent-the distinction between regularization and making permanent, was not emphasized here-can only encourage the State, the model employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh* [1992(4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

26. In *P. Chandra Shekhara Rao and others* (2006 7 SCC 488) the Apex Court referred *Uma Devi's Case* (Supra)

with approval. It also relied the decision in *Uma Rani* [2004 (7) S C C 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In *Somveer Singh* [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized in *Indian Drugs & Pharmaceuticals Ltd.* [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment cannot be relaxed and court cannot direct regularisation of temporary employees dehors the rules, nor can it direct continuance of service of a temporary employee (whether called casual, ad-hoc or daily rated employee) or payment of regular salaries to them.

27. In *Uma Devi* (supra) it was laid that when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of a legitimate expectation for being confirmed for the post. If an appointment to the post could be made only by following a proper procedure or selection in any concerned cases in consultation with the public service commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employee. It cannot also be held that the State held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of those provisions neither continuance nor regularisation of services of the claimants can be ordered, since it would amount to back door entry into government job.

28. Whether Chander Dutt could be regularized using case of *Gurnail Singh and Dharkar Lal* as a precedent. Such a proposition arose before the Apex Court in *Uma Devi* (supra), wherein the Apex Court ruled that regularization of an employee similarly situated, may by the State in past shall not be treated as a precedent if it was done only pursuant to judicial direction, either of the Administrative Tribunal or of the High Court and in some cases by the Apex Court. It would be expedient to reproduce the law so laid, which is extracted thus :

"Though, there is a case that the State had made regularization in the past of similarly situated employees, the fact remains that such regularization were done only pursuant to judicial directions, either of the Administrative Tribunal or of the High Court and in some cases by this Court. Moreover the invocation of the doctrine of legitimate expectation

cannot enable the employees to claim that they must be made permanent or they must be regularized in service though they had not been selected in terms of the rules for appointment. The fact that in certain cases the court had directed regularization of the employees involved in those case cannot be made use of to found a claim based on legitimate Expectation. The argument if accepted would also run counter to the constitutional mandate, the argument in that behalf has, therefore, to be rejected.

It was then contended that the rights of the employees thus appointed, under Articles 14 and 16 of the Constitution, are violated. It is stated that the State has treated the employees unfairly by employing them on less than minimum wages and extracting work from them for a pretty long period in comparison with those directly recruited who are getting more wages or salaries for doing similar work. The employees before us were engaged on daily wages in the department concerned on a wage that was made known to them. There is no case that the wage agreed upon was not being paid. Those who are working on daily wages formed a class by themselves, they cannot claim that they are discriminated as against those who have been regularly recruited on the basis of the relevant rules. No right can be founded on an employment on daily wages to claim that such employee should be treated on a par with the regularly recruited candidate, and made permanent in employment, even assuming that the principle could be invoked for claiming equal wages for equal work. There is no fundamental right in those who have been employed on daily wages or temporarily or on contractual basis, to claim that they have a right to be absorbed in service. As has been held by this court, they cannot be said to be holders of a post, since a regular appointment should be made only by making appointments consistent with the requirements of Articles 14 and 16 of the Constitution. The right to be treated equally with the other employees employed on daily wages, cannot be extended to a claim for equal treatment with those who were regularly employed. That would be treating unequals as equals. It cannot also be relied on to claim a right to be absorbed in service even though they have never been selected in terms of the relevant recruitment rules. The arguments based on Articles 14 and 16 of the Constitution are therefore overruled."

29. Here in the case, Chander Dutt was engaged in violation of recruitment rules. No advertisement was made, nor a test was conducted when he was engaged by the management. Reservation policy was also not followed. Hence his reinstatement would amount to perpetuate a wrong engagement in service. Where a case falls in any of the exception to general rule, the industrial adjudicator has discretion to award reasonable and adequate compensation, in lieu of re-instatement. Section 11A of the Act vests the

industrial adjudicator with discretionary jurisdiction to give "such other relief to the workman" in lieu of discharge or dismissal as the circumstances of the case may require, where for some valid reasons it considers that reinstatement with or without conditions will not be fair or proper.

30. Since retrenchment of Chander Dutt is held to be wrongful, this Tribunal has to award compensation to the workman in lieu of his reinstatement. No definite yardstick for measuring the quantum of compensation is available. In *S. S. Shetty* [1957 (II) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

"The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by Industrial Tribunal in the event of industrial disputes arising between the parties in future. . . In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con".

31. A Divisional Bench of the Patna High Court in *B. Choudhary Vs. Presiding Officer, Labour Court, Jamshedpur* (1983) Lab.I.C. 1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz: (i) the back wages receivable; (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age; (iv) Length of service in the establishment; (v) capacity of the employer to pay and the nature of the employer's business; (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to *Tabesh Process, Shivakashi* (1989 Lab.I.C. 1887).

32. In Assam Oil Co. Ltd. [1960 (I) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In Utkal Machinery Ltd. [1966 (I) LLJ 398] the amount of compensation equivalent to two years salary of the employee awarded by the industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In A. K. Roy [1970 (I) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakaraborty [1962 (II) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs. 50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In O. P. Bhandari [1986 (II) LLJ 509]. The Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M. K. Aggarwal (1988 Lab.I.C.380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh (1993 Lab.I.C.44) the court directed payment of Rs. 75000 in view of reinstatement with back wages. In Naval Kishor [1984 (II) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj [1985 (II) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Chandu Lal (1985 Lab.I. C. 12225) a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In Ras Bihari (1988 Lab.I.C.107) a compensation of Rs. 65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V. V. Rao (1991 Lab.I.C.1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

33. In view of above propositions, case of the workman is to be considered. Claimant served the management from 18-5-2001 till 30-4-2004. He served the management for about 3 years. He was a daily wager employee, which employment does not confer a right on the post held. Taking into account all these aspects, besides the fact that retrenchment compensation was not paid to him, I am of the view that an amount of Rs. 25000 would be appropriate compensation for him. Amount of compensation would be paid by the management within a period of one month from the date when award comes into operation. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 25 अगस्त, 2010

का.आ. 2351.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स शिप्स कैण्टीन आई एन एच एस, अश्विनी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2 मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/34 ऑफ 2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-8-2010 को प्राप्त हुआ था।

[सं. एल-14011/15/2005-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th August, 2010

S.O. 2351.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/34 of 2006) of the Central Government Industrial Tribunal cum Labour Court, No. II Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Ships Canteen INHS, Ashwani and their workman, which was referred by the Central Government on 25-8-2010.

[No. L-14011/15/2005-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

PRESENT A. A. LAD, Presiding Officer

REFERENCE NO. CGIT-2/34 of 2006

Employers in relation to the management of M/s. Ships Canteen INHS Ashvini

The Commander,

M/s. Ships Canteen INHS Ashvini,

Colaba, Mumbai 400 005.

...1st Party

Versus

Their Workman

Shri Ravikumar Shriramgopal Trivedi,

C/o Maharashtra Employees Union,

Kokani Pada, Kurar Village,

Malad (East), Mumbai 400 097

...2nd Party

APPEARANCE:

For the Employer : Ms. Manda Loke, Advocate

For the Workmen : Mr. F. R. Mishra, Advocate

Date of passing the Award : 2-7-2010

AWARD

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-14011/15/2005-IR(DU) dated 6th June, 2006 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following to this Tribunal for adjudication :

"Whether the action of the management of M/s. Ships Canteen INHS Ashwini Mumbai in terminating the

services of Shri Ravi Kumar, Sales Helper, w.e.f. 30-5-2005, on the pretext of workman's voluntary resignation, is justified? If not, to what relief the workman Shri Ravi Kumar is entitled?"

2. Claim statement is filed by 2nd Party at Exhibit 6 which is replied by 1st Party by filling Written Statement at Exhibit 7. Issues are framed at Exhibit 10.

3. Meanwhile both parties requested to place matter in Lok Adalat and by pourshis at Exhibit 22 it was placed before the Lok Adalat. Hence, the order :

ORDER

Reference is disposed off in terms of Exhibits 22 and 23 in the Lok Adalat.

Mumbai,
2nd July, 2010

A. A. LAD, Presiding Officer

Exh. No. 22

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.2, MUMBAI

Misc Application No.

REFERENCE No. CGIT 2/34 of 2006



Exh. No. 23

Proceedings of the Lok Adalat held on 2nd July, 2010

Present :

Mr. M. B. Anchan, Advocate

Mr. S. B. Kadam, Advocate

Ms. Pooja Kulkarni, Advocate

REFERENCE No. CGIT 2/34 of 2006

Ships Canteen

Vs.

Mr. Ravi Kumar

APPEARANCE:

For Management : Miss Manda Loke, Advocate

For Workman : In person

BETWEEN

M/s. Ships Canteen INHS Ashvini,
Colaba, Mumbai 400 005.

... 1st Party employer

AND

Shri Ravi Kumar

C/o Maharashtra Employees Union,

Kokani Pada, Kurar Village,

Malad (East), Mumbai 400 097

... 2nd Party Workman

Most respectfully sheweth :

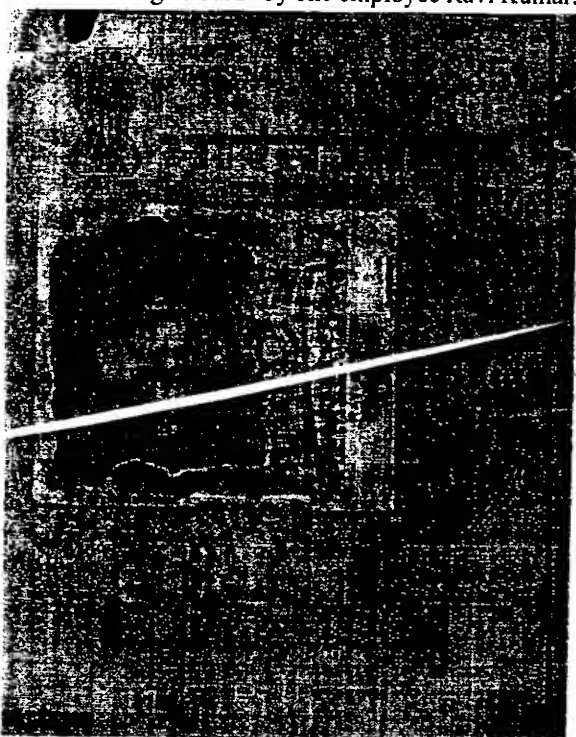
I Mr. Ravi Kumar 2nd Party workman do not want to proceed further in the aforesaid reference hence I would like to withdraw the reference unconditionally.

*Further this Hon'ble Court be please to direct the employer pay of the dues which are pending with them.

In view of the above this Hon'ble Tribunal be pleased to allow me to withdraw the reference unconditionally.

For this act of kindness I shall duty bound ever pray.

Advocate to the party workman 2nd party workman say of the 1st party. I have no objection for withdrawal of Ref. No. CGIT 2/34 of 2006. We are landing over the cheque bearing 332424 dt. 1-7-2010 for an amounting to Rs. 98970 as & by way of settlement subject to surrounding I. Card by one employee Ravi Kumar.



The workman filed an application dated 16-6-2010 Ex. 22 for withdrawal of the reference. It was kept today for settlement before Lok Adalat. By way of settlement the management has handed over a Cheque No. 332224 dated 1st July, 2010 for Rs. 98970 in favour of Mr. Ravi Kumar the workman. The workman has retrenched the Original Identity Card to the management.

The matter is forwarded to the Tribunal for Award as per settlement.

Dated 2-7-2010.

नई दिल्ली, 26 अगस्त, 2010

का.आ. 2352.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एफ. सी.

आई.के. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 1, धनबाद के पंचाट (संदर्भ संख्या 275/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2010 को प्राप्त हुआ था।

[सं. एल-22012/190/1994-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th August, 2010

S.O. 2352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 275/1994) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 26-8-2010.

[No. L-22012/190/1994-IR(C-II)]

D.S.S. SRINIWASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.1, DHANBAD

In the matter of a reference u/s. 10(1)(d) (2A) of I. D. Act.

REFERENCE NO. 275 of 1994

Parties : Employers in relation to the management of Food Corporation of India.

And

Their Workman

PRESENT : SHRI H. M. SINGH, Presiding Officer

APPEARANCES :

For the Employers : Shri A. Thakur, Dy. Manager.

For the Workman : Shri V. Kumar, Representative.

State : Bihar

Industry : Food

Dated, the 8-8-2010

AWARD

By Order No. L-22012/190/1994-IR(C-II) dated 26-10-1994 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of FCI in retrenching the concerned workman Shri Aprendu Kumar and Amrit Paswan in violation of Industrial Disputes Act or compelling them to be away from duty for long period is legal and justified? If not, to what relief the concerned workmen are entitled to?”

2. Written statement has been filed on behalf of the concerned workmen stating that they were employed by the management of FCI as casual workmen to work as messenger, water carrier and watchmen at sugar centre

Biharsharif, w.e.f. 8-1-86 and 1-11-85 respectively as per the order of District Manager, FCI, Patna. The concerned workmen were in continuous employment till May, 1990 but from June, 1990 they were stopped from attending their job and their name were also struck off from the attendance register without any notice pay and compensation even after completion of much more than 240 days service within 12 calendar months as required under sec. 25F read with section 25B of the I. D. Act, 1947. Since no notice or notice pay and compensation was paid to them at the time of retrenchment as such they will be deemed to continue in their employment from the date of their retrenchment i.e. 1-6-90 with full back wages and other benefits besides their regularisation as has been done in case of other casual workmen whose services have already been regularised as watchmen in 1988-89, but the case of the concerned workmen was not considered by adopting unfair labour practices. The demand of the concerned workmen, is for reinstatement with full back wages in the regular scale of class-IV workmen and for regularisation of his service as class-IV workmen. There are vacant post of regular class-IV workmen and management is still regularising the service of other workmen.

In such circumstances, it has been prayed that this Hon'ble Tribunal be pleased to pass an award holding that the action of the management of FCI is illegal and unjustified and the management be directed to reinstate the concerned workmen in service with full back wages.

3. Written statement has been filed by the management stating that the management does not have any Food storage depot at Biharsharif in the state of Bihar of its own. There exists one Food Storage Depot of the M/s. Bihar State Warehousing Corporation for the purpose of storage of Foodgrains procured by the aforesaid corporation from the different market or transported from intermediate godowns. The management of FCI entered into an arrangement with M/s. Bihar State Warehousing Corporation for allotting certain space for storage of foodgrains during the period of transit from the different places to Biharsharif. As per aforesaid arrangement the handling of goodgrains, after arrival of that godown, used to be done by the management of B.S.W.C. for which they were paid handling charges besides rent for providing space at their godown. There was no requirement of engagement of any casual labour in connection with sweeping and cleaning of foodgrains either at the trucks or inside the godown as a result there was no sanction of post engagement of casual labourers at Biharsharif. For the purpose of maintaining liason with Bihar State Warehousing Corporation the management has established one room office under the control of Incharge alongwith 2/3 staff and few class-IV employees. There was no requirement of any casual labour for engagement of at that office and therefore there was no approval of competent authority for such engagement. It has been submitted that the Incharge of the office exceeded its jurisdiction and

engaged two concerned workmen as casual labour for sweeping and cleaning one room office and bringing the water and storing the same in pitcher for drinking purposes. The concerned workmen were paid from the contingent fund allotted to the site office at Biharsharif and in that process they worked during the period from 1986 to till May, 1990. They were neither appointed by any competent person nor were stopped from their duties by the management. It is submitted that the concerned persons can not be treated as regular workman of corporation in absence of any job for them. However, the management may consider their cases in future against requirement for their engagement as a casual labour when the ban of Central Government for recruitment of manpower in the corporation will be lifted.

Under the facts and circumstances it has been prayed that the Hon'ble Tribunal be pleased to pass the award holding that the concerned workmen are not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workman produced WW-1, Aprendu Kumar, who has proved the documents, Exts. W-1 to W-11.

The management has produced MW-1, Amar Nath Pathak, and MW-2, Maksudan Prasad. Management's documents have been marked as Exts. M-1 to M-7.

6. Main argument advanced on behalf of the concerned workman is that Aprendu Kumar and Amrit Paswan were employed by the management of FCI as casual class-IV workmen to act as messenger-cum-water carrier at sagar centre, Biharsharif w.e.f. 8-1-86 and 11-8-85 respectively as per order of District Manager, FCI, Patna. They continued in employment till May, 1990, but from June, 1990 they were stopped from attending their job and their names were also struck-off from the attendance register and that too without any notice or notice pay and compensation, after completion of much more than 240 days service within 12 calendar months. It amounts to retrenchment under sec. 25-F of the I. D. Act.

As such their retrenchment is void-abinitio, therefore they are entitled to get reinstatement with back wages. It is submitted that the regular class-IV employee is getting about Rs. 4,000 per month, besides other benefits. It has also been submitted that there are vacancy of the management and other persons have been regularised. It has been argued that Aprendu Kumar has worked in the year 1989-216 days and in 1988-218 days and same is the position of the other workman. As per decision of Hon'ble Supreme Court, after adding 52 sundays, 12 second Saturdays and 16 paid holidays which comes to 80 days and after addition of 80 days the number of working days

in case of the concerned workman will be more than 240 days, therefore they are entitled for regularisation.

7. The management argued that no workman has completed 240 days attendance in any calendar year, so that they may be regularised. It has also been argued that the concerned workman cannot be regularised in any way.

8. In this respect the statement of the workman WW-1 is very material. He has stated in cross-examination that contractor was engaged for loading and unloading of goods at railway siding. In godown the work was done by the contractor and the staff of the management. The godown was under the Government of Bihar. This statement shows that he was working with the contractor. So, it cannot be taken that he is the employee of the management. No document has been filed on behalf of the workmen which may show that they have worked for more than 240 days in any calendar year. The documents which have been filed on behalf of the concerned workmen show that they have not completed 240 days attendance in any calendar year.

9. Another argument advanced on behalf of the concerned workman that there is vacancy with the management which can be filled by regularising the concerned workmen. But they have not completed 240 days attendance in a calendar year, so they cannot be regularised even then there is vacancy in the management as per Ext. W-2 & W-2/2.

Another argument advanced on behalf of the concerned workmen is that as per Circular (Ext. W-1) they are entitled for regularisation. But as per act which is in force which gives 240 days attendance for regularisation.

The management accordingly referred AIR 2006 Supreme Court 1806 in which Hon'ble Supreme Court laid down-Constitution of India, Arts. 16, 162, 226, 14, 39(d) public employment-Appointment dehors due process of selection envisaged by constitutional scheme-Confers no right on appointee-Regularisation of daily wage, temporary/contractual employees appointed in violation of constitutional scheme—Right of Court/executive would not extend to directing regularisation to be treated as permanence in service—Fact that employee has continued for long, irrespective—That apart, principle of equal pay for equal work cannot also be applied for giving relief of permanency-Doctrine of legitimate expectation cannot be invoked by such employees merely because in past state had regularised similarly placed employees.

10. In view of the above facts and law, the action of the management of FCI in retrenching the concerned workmen, Aprendu Kumar and Amrit Paswan in violation of Industrial Disputes Act or compelling them to be away from duty for long period is legal and justified. Accordingly, the concerned workman are not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 26 अगस्त, 2010

का.आ. 2353.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं सी. पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 74/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2010 को प्राप्त हुआ था।

[सं. एल-42012/15/1988-आईआर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी
New Delhi, the 26th August, 2010

S.O. 2353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workmen, which was received by the Central Government on 26-8-2010.

[No. L-42012/15/1988-IR(C-II)]

D. S. S. SRINIVASA RAO, Desk Officer
ANNEXURE

**IN THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH.**

Present: Sri A.K. Rastogi, Presiding Officer

I.D. No. 74/2K4

Instituted on 17-03-2005

The Zonal Secretary, All India CPWD (MRM) Karamchari Sangathan (Regd). CPWD Store Building, Sector 7-B, Chandigarh.

Applicant

Versus

The Executive Engineer, Central Public Works Department, Chandigarh Central Electrical Division, Kendriya Sadan, Sector 9-A, Chandigarh.

Respondent

APPEARANCE

For the workman ...Sh. Sorn Dutt Sharma, Adv.

For the Management ...Sh. G.C. Babbar, Advocate.

AWARD

Passed on 10th August, 2010

Central Government vide Notification No. L-42012/15/88-IR(CM-II) Dated 25-02-2005, by exercising its powers under Section 10 sub section (1) Clause (d) and sub section 2(A) of the Industrial Disputes Act, 1947 has referred the following Industrial dispute for adjudication to this Tribunal:

"Whether the action of the management of CPWD, Chandigarh in not regularizing the services of Shri Govind Kumar Verma, Electrical Khalasi w.e.f. 16-3-2000 is legal and justified? If not, to what relief the workman is entitled?"

In the reference the Zonal Secretary of All India CPWD (MRM) Karamchari Sangathan (Regd), CPWD Store Building, Sector 7-B, Chandigarh (hereinafter referred as the Karamchari Sangathan) and the Executive Engineer, CPWD, Chandigarh Central Electrical Division, Kendriya Sadan, Sector 9-A, Chandigarh are the only parties. Workman Govind Kumar Verma, Electrical Khalasi is not a party in the reference. The claim statement, however, has been filed by the Karamchari Sangathan and Govind Kumar Verma both. As per claim statement the Karamchari Sangathan is a registered union of workmen of the management and claimant no. 2 i.e. Govind Kumar Verma is a member of it. The claim statement is being preferred on behalf of Govind Kumar Verma. The case of the claimant is that Govind Kumar Verma (hereinafter referred as claimant no. 2) was employed on Contract Labour System as Khalasi in Central Electrical Division, Sub Division No.2 CPWD, Kendriya Sadan, Sector 9-A, Chandigarh w.e.f. 16-03-2000 by the management and he is continuing as such. He has been working under the direct supervision of the management. Ministry of Labour vide notification no. 690 dated 31-07-2002 prohibited the employment of contract labour in the process operation or work specified in the Schedule mentioned in the Offices/Establishments of CPWD, Ministry of Urban Development and Employment. The post of Air Conditioner Operator is included in the said notification. The claimant no. 2 has been discharging his duties for the last more than seven years without any interruption and has completed more than 240 days' service in each year. He is entitled to regularization of his services and pay equal to other similarly situated workmen. Since he is not being paid wages equal to other employees therefore, he is being discriminated. Any contract between the CPWD i.e. principal employer and the contractor is sham and devised to deprive the claimant/workman of the benefits available to him under the Act. Claimant no. 2 is entitled to be regularized on the sanctioned post of Khalasi and also to the same pay as being paid to the regular employees. It has been prayed accordingly.

The management in its reply denied that claimant no.2 is a workman under the Act as he was not engaged by the management and nor was paid the wages. It has also been stated that the claimant Karamchari Sangathan is not a recognized body and not competent to represent the claimant no.2 as the latter not being an employee of the management cannot be a member of the claimant no. 2. The contractor has not been impleaded in the claim and it is liable to be dismissed on this count. The management is not aware nor can it be verified that claimant no. 2 was actually engaged by the contractor. It is denied that he

continuously worked for 240 days. It has also been denied that the contract was camouflage to defeat the provisions of law. It has been further stated that claimant cannot equate himself with regular employees of the department who have been recruited through proper source of recruitment and he cannot claim pay at par with the regular employees. As per Government policy, the work of petty nature can only be got performed through the contractor and no direct labour can be engaged by the management. Also there is no vacant post less sanctioned post of workman available with the management for absorption/regularization of claimant no.2 nor is the claimant no.2 entitled for the same.

While the reference was during the process of evidence an application was moved by the Karamchari Sangathan that the workman is not interested in the matter and the same be allowed to be withdrawn without prejudice of the right of the workman. In view of this application, which is signed by the Advocate for the Karamchari Sangathan and for claimant no.2 also, the reference is answered against the workman. Let two copies of the award be sent to the Central Government for further necessary action and record be consigned after due compliance.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 26 अगस्त, 2010

का.आ. 2354.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एन. एल. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चैन्नई के पंचाट (संदर्भ संख्या 45/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2010 को प्राप्त हुआ था।

[सं. एल-22012/53/2007-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th August, 2010

S.O. 2354.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Neyveli Lignite Corporation Ltd. and their workmen, received by the Central Government on 26-8-2010.

[No. L-22012/53/2007-IR(CM—II)]

D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 16th August, 2010

Present: A.N. JANARDANAN

Presiding Officer

Industrial Dispute No. 45/2007

[In the matter of the dispute for adjudication under clause (d) of sub-section (I) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 147), between the Management of Neyveli Lignite Corporation Ltd. and their workmen]

BETWEEN

The General Secretary 1st Party Petitioner Union
NLC United Workers Union
No. 13, Mahatma Gandhi
Road Block No. 24
Neyveli-6078901

AND

The Director 2nd Party Respondent
Neyveli Lignite
Corporation Neyveli-2

APPEARANCE:

For the Petitioner Sri V. Ajay Khose
For the Management: M/s. N.A.K. Sarma,
N.Nithyanandam

AWARD

The Central Government, Ministry of Labour vide Order No. L-22012/53/2007-IR (CM-II) dated 22-08-2007 has referred the dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of NLC, Neyveli in effecting the promotion after more than 2 years of appeal against the demotion is legal and justified? If not, to what relief is the workman entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as I.D. 45/2007 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim and Counter Statements as the case may be.

3. The averments in the Claim Statement briefly read as follows :

The workman T. Pitchaimuthu, Grade-II B Technician a member of Treasurer of AICCTU spoke in various meetings of the Joint Action/Struggle Committee of different unions demanding various demands in organized street meetings. Infuriated at it the Respondent charged petitioner among others as if they made false and damaging remarks against the higher officials which was denied in the explanation dated 04-08-1999. With a retired judge as Enquiry Officer an enquiry was held in which the workman and 2 witnesses were examined on the petitioner's side and 2 witnesses on the Respondent's side. The petitioner was not cross-examined. While so, the Enquiry Officer left off from the enquiry without a finding. New Enquiry Officer persuaded the workman to tender apology. On 17-05-2000 the workman expressed regret in writing assuring good conduct in future.

which was recorded but no report given. The Disciplinary Authority issued Show Cause Notice on 6-7-2000 proposing punishment of demotion for 1 year and to continue in the same lower category if he shows no improvement. The petitioner's appeal/representation/explanation submitted on 16-8-2000 was ordered only on 24-2-2003 in which the punishment was modified into censure which was put into effect after 1 year observation period. On completion of 4 years as Technician Grade-II from 1-7-1996 he should have been promoted to Technician Grade-I w.e.f. 1-7-2000. But he was promoted only on 10-10-2003 w.e.f. 1-5-2003 thereby postponing promotion by 3 years and 2 months. He was also not granted annual increments and 2 special increments after revocation of suspension. Though his request for annual increments and special increments were granted on 18-5-2004, promotion w.e.f. 1-7-2000 was not granted. In conciliation the petitioner asked for promotion from 1-8-2000 which was not given. Action of the Management is illegal. Censure cannot be taken as a punishment to postpone promotion. The period of 14 days suspension having been treated as leave he could have been given promotion on the due date, even if employee is under suspension or facing disciplinary action and any punishment is in currency it cannot be a ground for postponing promotion when disciplinary action was delayed on account of Management. Punishment of censure ought to have been imposed in the order dated 6-7-2000 itself on which date the suspension was revoked and the workman should have been given promotion at least w.e.f. 1-1-2001. Management backed out from granting the agreed promotion w.e.f. 1-1-2001.

4. The Counter Statement contentions briefly read as follows:

The reference is not specific for incomplete particulars as to in relation to whom it is made. Assuming that it relates to T. Pitchaimuthu, it is denied that there has been vindictiveness towards him on account of his Trade Union activities. The misconduct in the Charge memo issued to him is "that Sri Pitchaimuthu, CPF 36341, Tech.-II B LMV Section, Autoyard/Transport Department had participated in meeting unauthorizedly within the boundaries owned by NLC Management on various places without obtaining permission of the Management and had addressed the gatherings consisting of outsiders accusing certain top officials including Directors of the company with false allegations and defying them and their reputations. He has also made many sarcastic remarks defaming the repute and functioning of senior officers of the company making incriminating statements against these officials". It is denied that Enquiry Officer persuaded him to tender apology. He expressed regret. No demotion order had been passed or put into operation. Final order was issued on 24-2-2003 under which only censure was awarded. By reason of punishment of censure promotion is to be considered after lapse of 6 months from the date of punishment provided his CCRs for the preceding 3 years are good. Accordingly, he was promoted on 01-09-2003. The workman on

11-10-2003 prayed for treating suspension as penalty and to cancel censure. There has been neither delay nor denial of promotion. During pendency of departmental proceedings the workman is not entitled to promotion. Revocation of suspension does not entitle the workman for promotion pending disciplinary action. Treatment of suspension as if no suspension made does not arise. He is not exonerated from the Charge. Awarding penalty retrospectively is not legal. The claim is to be dismissed.

5. The evidence consists of oral evidence of WW1 and EX.W1 to EX.W14 on the petitioner's side and evidence of MW1 and EX.M1 to EX.M6 on the Management's side.

6. Points for consideration are:

- (i) Whether effecting of promotion after more than 2 years of appeal against demotion is legal and justified?
- (ii) To what relief the concerned workman is entitled?

Points (i) and (ii)

7. Perused records, documents and written arguments filed by the Respondent's counsel. No arguments were advanced on behalf of the petitioner. The arguments on behalf of the Respondent are that the employee attended holding of meetings but had only denied that he had made any accusation against top officials. In the end of the workman participated fully which was not challenged. He voluntarily admitted charges and expressed regret. He was found guilty. His representation dated 16-8-2000 to the Show Cause Notice dated 6-7-2000 was seeking lenient treatment. He was allowed and continued to work on the same post. The representation is not an appeal. Final decision was taken on 24-2-2003 finalizing the departmental proceedings. As per applicable instructions regarding promotions as evidenced by EX.M3 and EX.M4 settlement dated 16-3-1979 and memo dated 29-7-1980 respectively the workman was promoted on expiry of 6 months from the date of censure w.e.f. 1-9-2003. He was not eligible for promotion till 24-2-2003. There cannot be an appeal on 16-8-2000 against the censure punishment dated 24-2-2003. The representation dated 16-8-2000 is reply to Show Cause Notice. The petitioner has clung to the claim under a misconception.

8. In the absence of an argument advanced on behalf of the petitioner on bestowing careful scrutiny of the records and documents I am led to the conclusion that the claim of the petitioner is misconceived. It is well to point out that EX.W5 representation dated 16-8-2000 itself has been ambiguously couched with regard to nomenclature in the Claim Statement indicating that petitioner itself may not be certain whether the same is an appeal, representation or explanation as in Para 19 of the Claim Statement. According to the Respondent/Management it was only explanation against the show Cause Notice; and not an appeal. The final order passed was only on 24-2-2003. Therefore, the petitioner is not entitled to promotion from any date anterior

in point of time than 1-9-2003. Going by EX.M3 Settlement and EX.M4 Memo the workman is entitled to be promoted on expiry of 6 months from the date of censure, viz; 24-2-2003. So reckoned there is no delay in the promotion granted. From the very ambiguous averment in the Claim Statement as appeal/representation/explanation dated 16-8-2000 to the Show Cause Notice dated 6-7-2000 it is clear that petitioner itself is not sure about the nature of the said proceeding. It cannot be an appeal because it is an explanation to a proposed action which had not then attained finality. It is discernibly a representation in reply to the Show Cause Notice. Hence there is no question of effecting of promotion more than 2 years of appeal, because there has been no appeal vis-a-vis any appealable order or action. The Show Cause Notice dated 6-7-2000 only proposed demotion against which a reply was called for from the workman. Petitioner submitted Ex.W5 reply to the same which is not an appeal, against any appealable action or order since the Show Cause Notice, perse, is not appealable. Petitioner's misconception that the Show Cause Notice is a final action and that what he filed is an appeal is mistake of fact. Even so, an adjudication is not to rest on cryptic expressions if the real dispute is deducible from the averments in the relevant pleadings which is a position settled by various judicial pronouncements. So viewed, having regard to the specific averment in the claim statement the grievance of the workman is that promotion has been delayed due to the fault of the Management and none else. It is alleged that even if an employee is under suspension or facing disciplinary action and any punishment is in currency a promotion cannot be postponed when disciplinary action was delayed on account of fault of Management. According to the Management, no promotion was denied, which is true. Again according to the Management the promotion has not been delayed but which tends not to be wholly true. A pertinent question arises: why there was so much delay for passing final order only on 24-2-2003 despite representation dated 16-8-2000 was received in reply to the Show Cause Notice proposing demotion which in final order was limited to censure. While the workman has averred that promotion was postponed due to the delay in the disciplinary action on account of the fault of the Management taking undue time from 16-8-2000, date of representation to Show Cause Notice dated 6-7-2000 till 24-2-2003, the date of final order of censure case of the Respondent is that there is no delay which is not true. Discernibly, there has been delay which is called in question. Though the final order is in terms of Ex.M3 and Ex.M4, it is germane to consider why there occurred delay for passing the final order only on 24-2-2003 for which there is no reply from the Management which has not given an answer to the exact question. It is pertinent to ask if the final order had been passed much earlier in point of time than 24-2-2003 whether the workman would not have obtained his promotion earlier? But on the aspect of delay in the culmination of the disciplinary action only by 24-2-2003, for whose fault the same occurred there is no evidence except the bold and unspecific allegation of the

petitioner. So to say, that point remains without any elucidation. Hence no finding is possible to be given against the Respondent. It is mistake of fact to allege that the promotion was more than 2 years of appeal against demotion. There is no demotion order at all passed against him. The petitioner is therefore not entitled to any relief.

9. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th August, 2010).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the I Party/Petitioner : WW1, Sri F. Pitchaimuthu
For the I/ Party/Management : MW1, Sri O. S. Arivu

Documents Marked:

On the Petitioner's side

Ex.No.	Date	Description
Ex.W1	19-07-1999	Charge Memo cum suspension order issued by the II Party
EX.W2	04-08-1999	Explanation given by Mr. Pitchaimuthu to the II/ Party Management
EX.W3	17-05-2000	Letter of Mr. Pitchaimuthu to the Enquiry Officer
EX.W4	06-07-2000	Show Cause Notice issued by the II Party
EX.W5	16-08-2000	Appeal filed by Mr. Pitchaimuthu before the Disciplinary Authority
EX.W6	24-02-2003	Final Order passed by the II/ Party
EX.W7	10-10-2003	Promotion order given by the II Party to the I Party
EX.W8	11-10-2003	Representation given by Mr. Pitchaimuthu to the II Party Management
EX.W9	20-11-2003	Representation given by Mr. Pitchaimuthu to the II Party Management
EX.W10	21-04-2004	Order of the II Party Management
EX.W11	21-02-2004	Representations given by the I Party to the II Party
EX.W12	18-10-2004	Industrial Dispute raised by the I Party Union before the Assistant Commissioner of Labour
EX.W13		Conciliation minutes reported by the Commissioner of Labour

EX.W14 09-08-2006 Rejoinder filed by the I Party
Union before the Assistant
Commissioner of Labour

On the Management's side

Ex. No.	Date	Description
EX.M1	06-07-2000	Provisional Show Cause Notice
EX.M2	24-02-2000	Final Order imposing punishment
EX.M3	16-10-1979	Proceedings containing instructions on time bound promotion scheme
EX.M4	29-07-1980	Proceedings containing instructions on time bound advance scheme
EX.M5	19-07-1999	Proceedings initiating disciplinary action against Ist Party
EX.M6	11-10-2003	Representation submitted by the Ist Party.

नई दिल्ली, 26 अगस्त, 2010

का.अ. 2355.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्कोलोजिकल सर्वे ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 1/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2010 को प्राप्त हुआ था।

[सं. एल-42012/22/2004-आईआर (सीएम-II)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th August, 2010

S.O. 2355.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of Archaeological Survey of India and their workmen, received by the Central Government on 26-8-2010.

[No. L-42012/22/2004-IR(CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE SRI RAM PARKASH, HJS,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL-TRIBUNAL-CUM LABOR COURT,
KANPUR**

Industrial Dispute No. 1 of.2005

In the matter of dispute between

Sh. Kunwar Pal s/o Sri Sona

R/o Nagar Sikri 4 Hissa Fatehpur Sikri, Agra.

AND

The Superintending Archaeologist,
Archaeological Survey of India,
Agra Circle, 22 Mall Road, Agra.

AWARD

1. Central Government, MOL, New Delhi vide notification no. L42012/22/2004/(IR(CM-II) dated 10-12-04, has referred the following reference for adjudication to this tribunal.

2. Whether the action of the Superintendent, Archeological Survey of India, Agra in terminating the services of Sri Kunwar Pal son of Sri Sona, stone cutter with effect from 20-1-2002 is legal and justified? If not to what relief the workman is entitled?

3. Briefly stated facts of the case is that claimant Sri Kunwar Pal had been in the employment of the opposite party for the last twelve years and had also worked at Fatehpur Sikri and Sikandara buildings. It is stated that he had been removed by the opposite party with effect from 30-01-02. It is stated that after illegal removal of the services of the workman opposite party engaged one Sri Kishan Singh son of Dharam Singh in place of workman and thereafter the opposite party employed hundreds of persons list of those persons is not found. It is stated that the opposite party commits forgery in the records. It is stated that the work is being taken at different building but name shown for some other building and even the opposite party change the name, and parentage of the workman in the muster roll. It is stated that the opposite party without any reason or ryhm, without any inquiry and even without making payment of retrenchment compensation notice or notice pay in lieu of such notice too has not been afforded to the workman at the time of removal, It is against the principle of first come last go. It is stated that an FIR was lodged against the opposite party for committing forgery which is still pending. It is stated that the opposite party acts according to its own whims while preparing seniority list inasmuch as in place of old workers names of new workers are mentioned. It is stated that two kinds of muster roll is prepared by the opposite party one known as Kuchcha and the other as Pucca in which opposite party commits forgery. It is stated that the nature of work under the opposite party is of permanent. Work is being carried out through the whole year. It is stated that for the maintenance of historical building, their preservation and conservation etc., the workman continued in the service of the opposite party since long but instead of absorbing him in service and declaring permanent, the opposite party engages the services of several new persons ignoring the hard fact that it is against law and rules of natural justice. The opposite party being annoyed terminated the service of the workman with effect from 31-1-2002 in an illegal manner.

4. Claimant has filed along with claim statement paper no. 10/5-17 which is list of persons working at different monuments of opposite party, paper no. 10/18-19 is FIR, Paper no. 10/20-24 is the Gazette Notification, paper no. 10/25 is a letter not legible, paper no. 10/26 is a photocopy of letter paper no.10/27 to 10/79 are the photocopies of certain papers which are not legible.

5. Opposite party has filed their written statement alleging there in that Archaeological Survey of India is a sovereign department of Government of India and not an Industry to be controlled within the parameters of ID Act, 1947. The department undertakes the responsibility of preserving and conserving numerous ancient monuments and archaeological sites spread over the length and breadth of the country. To fulfil this august and arduous task, this department engages casual labours or specific job and for specific duration of work so that the conservation works are completed within the stipulated time period. It is stated that the government allocates budget for various departments every year and the concerned department execute their works according to the availability of funds. It is stated that while undertaking such works, priorities are laid down and works are taken up accordingly. Works are undertaken as long as the funds allocated for the sanctioned estimate is exhausted. It is stated that once the funds exhausted or the work is over the work is closed. It is stated that the applicant had been engaged for a short duration during June 01 to July 2002 as a casual stone cutter at different monuments under Fatehpur Sikri sub circle of the establishment. He has never worked at Sikandara Sub circle as alleged. It is stated that the applicant was never appointed on any post and as such question of termination of the applicant does not arise. He was engaged for highly intermittent and casual nature of work and as soon as the job ended he was no more engaged. Since it, is not a termination therefore question of applicability of any of the provision of the Act does not arise. Question of senior or junior in this case does not arise because when ever any work arises and the department sanctions the estimate the work is taken up and the workers available are engaged to complete the work in time such work is not of permanent nature but is of specific casual nature. It is stated that whenever funds are exhausted job is stopped or when job is finished work is stopped. It is stated that the opposite party engages workers for purely temporary nature of conservation works and since the works are for limited periods so the workers are not engaged for the whole year. Opposite party has further stated that FIR has been lodged on false ground. It is stated that the temporary status with effect from 31-1-2001 cannot be made applicable to the applicant since the said scheme was no more in vogue on this date. A copy of order of the Apex Court dated 29-4-2002 is enclosed. On the basis of above pleadings it has been prayed that the claim of the workman is devoid of merit hence is liable to be rejected.

6. Claimant did not adduce any oral evidence in support of his claim. Claimant has alleged that his services were terminated due to malafide and vindictive- action of the opposite party.

7. To prove this fact a heavy burden lies on the claimant but he did not discharged this burden. Pleadings

cannot take shape of proof unless proved otherwise. Opposite has specially contended that the claimant was engaged as a casual labour for a short period for intermittent type of work. It is stated that there is no type of permanent work when, Government of India sanctions an estimate for a particular project, the work is completed up to the consumption of estimate.

8. I will again emphasize that primarily burden lies on the claimant to prove his case with solid and cogent evidence, but he did not turn up in, the court or the tribunal to prove his case despite giving him sufficient opportunities. Therefore, the claimant has failed to prove his case.

9. I have gone through the principle laid down by the Hon'ble Apex Court in 2005 LLR 1229 Allahabad High Court in between Vinod Kumar v/s PO Labour Court.

10. It has been held while challenging termination of service it is for the workman to prove wrongful termination and on the failure to do so the. workman will not be entitled to any relief in a dispute before the labour court.

11. The burden of proof lies heavily on the workman who has sought a reference of his dispute for adjudication by the labour court.

12. Therefore, considering all the records facts and circumstances of the case it is held that the claimant is not entitled for joining the duties and as such he is entitled to no relief. Therefore, reference is decided against the workman and in favour of the management.

RAM PARKASH, Presiding Officer

नई दिल्ली, 26 अगस्त, 2010

का.आ. 2356.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1268/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2010 को प्राप्त हुआ था।

[सं. एल-22012/99/2005-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th August, 2010

S.O. 2356.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1268/2006) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 26-8-2010.

[No. L-22012/99/2005-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, No. 1, CHANDIGARH****Case I. D. No. 1268/06**

The President FCI (Handling) Worker's Union, 8654,
Arakashan Road, Pahar Ganj, New Delhi-110 055.

...Applicant

Versus

1. The District Manager, FCI, District—Karnal (Haryana), Karnal.
2. The Senior Regional Manager, FCI, Regional Office, Haryana, Sector 31, Chandigarh.

...Respondent

APPEARANCES

For the Workman: None

For the Management: Shri N. K. Zakhmi, Advocate.

AWARD

Passed on 27-7-2010

Central Govt. vide Notification No. L-22012/99/2005-IR(CM-II), dated 14-6-2006, has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of FCI in ordering the recovery from 88 workers for causing demurrage loss is legal and justified? If not, to what relief the workers are entitled to?”

2. The case is taken up for hearing. None is present on behalf of FCI. Learned Counsel for the management is present. The case was initially called/taken at 11 AM today. No one was present at that time. The case was called several times at intervals but none is present. At this stage, I have no option otherwise to return the reference to the Central Govt. without adjudication for non prosecution. Let Central Govt. be approached for publication of award and thereafter file be consigned to record room.

27-7-2010.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 26 अगस्त, 2010

का.आ. 2357.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 25/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2010 को प्राप्त हुआ था।

[सं. एल-22011/24/2008-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th August, 2010

S.O. 2357.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2009) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi now as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 26-8-2010.

[No. L-22011/24/2008-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,****KARKARDOOMA COURT COMPLEX,
DELHI-110032****I.D. No. 25/2009**

Dated: 28-07-2010

In the matter of dispute between:

Shri Jagdeo Mandal,
R/o Village & P.o. Ghevra
Delhi-110 081

...Workman

Versus

The District Manager,
Food Corporation of India,
Shakti Nagar,
New Delhi-110 007

...Management

AWARD

The Central Government, Ministry of Labour vide Order No. L-22011/24/2008-IR(CM-II) dated 23-03-2009 has referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Food Corporation of India in changing the date of birth of their workman Shri Jagdeo Mandal from 6-7-1949 to 06-07-1947 and retiring him on 31-07-2007 is legal and justified? To what relief is the workman concerned entitled?”

Ever since this reference has been received in this Court, the workman has not been attending the Court. Registered notice was also sent to him but the said notice also could not be served and it has been reported that his address is incomplete. As the workman is unbothered to pursue his case ever since the reference has been received in this Court, there is no way out except to pass a no-dispute award which is passed accordingly. Reference No. ID 25/2009 stands disposed off accordingly.

Dated: 28-7-2010

SATNAM SINGH, Presiding Officer

नई दिल्ली, 26 अगस्त, 2010

का.आ. 2358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं बी. बी.

एम. बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 78/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2010 को प्राप्त हुआ था।

[सं. एल-23012/3/2007-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th August, 2010

S.O. 2358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 78/2008) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi now as shown in the Annexure in the Industrial Dispute between the management of Divn. BBMB, and their workmen, received by the Central Government on 26-8-2010.

[No. L-23012/3/2007-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**IN THE COURT OF SH. SATNAM SINGH
PRESIDING OFFICER**

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT II,
KARKARDOOMA COURT COMPLEX,**

DELHI-110 032

I.D. No. 78/2008

Dated: 9-8-2010

In the matter of dispute between:

Shri Ash Karan (Truck Cleaner),
C/o Shri Manoj Kumar Deshwal, Secretary,
Bhakra Beas Employees Union,
Punjabi Bagh,
Delhi-110 035

...Workmen

VERSUS

Sr. Executive Engineer,
Op. & MTC, Divn. BBMB,
Panipat

...Management

AWARD

The Central Government, Ministry of Labour vide Order No. L-23012/3/2007-IR(CM-II) dated 28-01-2008 has referred the following industrial dispute to this Tribunal for adjudication.

“Whether the action of the management of BBMB, Ballabgarh in not allowing pay scale of Rs. 325—495 w.e.f. 01-08-1984 to the workman Shri Ash Karan, Lorry Cleaner is legal and justified? If not to what relief is the workman entitled?”

2. Statement of claim was filed by the workman on 30-4-2008. He last attended this court was on 25-7-2008 and thereafter he never attended the court. The management filed its written statement dated 14-5-2010 on 18-5-2010. The workman did not collect the copy of the same. As the workman has not been attending the court in this case since 20-8-2008, he evidently is not interested in the out come of this reference.

Under these circumstances there is no way out except to pass a no dispute award in this case. No dispute award accordingly is passed in this case and the reference sent by Government of India stands disposed off accordingly.

Dated: 9-8-2010.

SATNAM SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2010

का.आ. 2359.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं मैसर्स नैसिल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, मुम्बई के पंचाट (संदर्भ संख्या 72/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2010 को प्राप्त हुआ था।

[सं. एल-11012/162/2000-आईआर (सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th August, 2010

S.O. 2359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/2002) of the Central Government Industrial Tribunal No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Livewel Aviation Services and NACIL, and their workmen, which was received by the Central Government on 27-8-2010.

[No. L-11012/162/2000-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL—TRIBUNAL No. 2, MUMBAI**

PRESENT

A. A. LAD, Presiding Officer

Reference No. CGIT-2/72 of 2002

Employers in Relation to the Management of

Livewel Aviation Services

1. Navjeevan Society, 12th flr,
6L Building No. 3, Lamington
Road, Mumbai-400 008

...First Party No. 1

2. The Regional Director,
Indian Airlines Ltd. (NACIL),
Mumbai-400 029

...First Party No. 2

V/s.

THEIR WORKMEN

The General Secretary,
Mumbai Mazdoor Sangh,
25, Ibrahim Mansion, Parel,
Mumbai 400 012

Second Party

APPEARANCE:**FOR THE EMPLOYER:**

(1st Party No. 1) Mrs. A.V. Purav, Advocate

(1st Party No.2) M/s. Bhasin & Co., Advocates

FOR THE WORKMEN Mr. A.B. Anchan, Advocate.

Date of reserving the Award: 26-05-2010.

Date of passing the Award: 12-07-2010.

AWARD

The matrix of the facts as culled out from the proceedings are as under:

1. The Government of India, Ministry of Labour by its Order No.L-11012/162/2000-IR(C-I) dated 30th September, 2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"क्या मैसर्स लिक्वैल एविएशन सर्विसेज के प्रबंधन द्वारा सूची में दिए गए 50 कर्मकारों की सेवाएं समाप्त किया जाना विधिवत्, उचित एवं न्यायसंगत है? यदि नहीं, तो संबंधित कर्मकार किस राहत के पात्र हैं?"

2. Claim Statement is filed by the 2nd Party, through its Secretary at Exhibit 9 stating and contending that, the Mumbai Mazdoor Sangh is a Trade Union, registered under the Trade Unions Act, 1926 and the concerned workmen, whose names appear in the annexure to the Order of Reference are the persons who have enrolled themselves as member of the 2nd Party and therefore 2nd Party is entitled to represent them in the present Reference. It is case of the 2nd Party that, 1st Party has been employing several persons in the categories of Cabin Cleaners and Sweepers in different categories of Airport (Operation Area) of the Indian Airlines Ltd. and at such other places of work as required at Mumbai Airport thus the 1st Party (1) is the contractor and 1st Party (2) is the principal employer of the concerned workmen. It is case of the 2nd Party that, the concerned workmen are appointed in a regular manner and continued since years "together". It is case of the 2nd Party that, the work of cleaning and other incidental work is of perennial nature. It is case of the 1st Party No.1 & 2 have been continuing to commit an unfair labour practices by not employing these concerned workmen in regular manner or on a regular basis of the principal employer and there is no security of employment to the concerned workmen though they have been working for several years and they are not being made permanent. It is case of the 2nd Party that, it make a demand for regularization of

services of the concerned workmen with the principal employer. It is case of the 2nd Party that, instead of regularizing the services of the concerned workmen, the contractor started taking signatures of the concerned workmen on the blank letter heads of the company by misrepresenting them that, all these letters will be sent to the Indian Airlines for regularization. It is case of the 2nd Party that, after obtaining the signatures 1st party (1) started terminating the services of the concerned workmen. It is case of the 2nd party that, the said terminations are without following due process of law and therefore bad in law. It is case of the 2nd Party that, it submitted a demand on 30-4-1998 for reinstatement of 33 workmen for the sake of convenience. It is case of the 2nd Party that, on 8-6-1998 it submitted another demand letter in respect of eight workmen and it also submitted another demand letter dated 22-6-1998 in respect of 9 workmen. It is case of the 2nd Party that, since the said demands were not responded by the 1st Party No.1 and 2, it therefore approached the Assistant Labour Commissioner (C), Mumbai vide letter dated 26-6-1998. It is case of the 2nd party that, the Assistant Labour Commissioner (C), Mumbai, issued notices to all the concerned parties and the 1st Party (1) in its reply dated 11-2-1999 came out with a false case that, it did not terminated the services of the workmen but the concerned workmen themselves resigned from the services of the 1st Party (1). It is case of the 2nd Party that, from the dates of termination of the concerned workmen, 2nd party as well as the concerned workmen, approached the 1st party from time to time and made several representations but the Company neither replied the said representations nor informed the workmen about the acceptance of resignation letters. It is case of the 2nd Party that, in the repeated representations, the concerned workmen sent letters to the 1st Party (1) informing it that, its officers had obtained signatures on the blank papers and demanded copy of the same. It is case of the 2nd Party that, the concerned workmen also sent letters requesting to reinstate them and also informed the Management that if the Management wants to use those signatures for the purpose of resignation letters then, they want to withdraw the resignation letters. It is therefore, case of the 2nd Party that, the termination of the concerned employees is illegal, without following due process of law and therefore bad in law and 1st Party (1) cannot take advantage of the ignorance of the concerned workmen. It is case of the 2nd Party that, the correspondence with the 1st Party clearly shows that, none of the concerned employees had intended to resign from the 1st Party and therefore the alleged letters of resignation cannot be accepted as a documentary proof. It is case of the 2nd Party that, in any way since the concerned workmen had informed the 1st party that they want to withdraw the said resignation letters they are entitled to reinstatement with full back wages and continuity of service. It is case of the 2nd Party that, 1st Party (1) is employing more than 100 employees for principal employer Company [1st Party (2)],

therefore the provisions of Chapter V-B of the Industrial Disputes Act, 1947 are applicable to the 1st Party (1). It is case of the 2nd Party that, 1st Party (1) has discontinued the concerned workmen without taking permission from the Appropriate Government and/or without following the provisions of Chapter V-B of the Industrial Disputes Act, 1947 and therefore the said action amounts to illegal termination and the said termination is illegal, bad in law and void ab-initio and amounts to unfair labour practice. It is case of the 2nd party that, none of the discontinued workman has been paid any compensation and/or notice pay as envisaged under Section 25F of the Industrial Disputes Act, 1947, hence, the action of the 1st Party is clearly in violation of Section 25F of the Industrial Disputes Act, 1947 and therefore is void ab-initio. It is case of the 2nd Party that, though they have been appointed and engaged by the 1st Party (1) but the concerned workmen were working with the principal employer i.e. Indian Airlines [1st Party (2)] and seeking regulation in the employment of the principal employer Company and this Hon'ble Tribunal has jurisdiction to and decide the present dispute. It is case of the 2nd Party that, because of the adamant stand of the 1st Party, Assistant Labour Commissioner (Conciliation) submitted the failure report to the Government and the Under Secretary, Government of India, by his letter dated 10-1-2001 informed the concerned parties that, "there is no dispute". It is case of the 2nd Party that, being aggrieved by the said letter of the Under Secretary, Government of India, 2nd Party approached the Hon'ble High Court by filing Writ Petition No.408 of 2001 and the Hon'ble High Court by its order dated 8-3-2001 directed the Under Secretary to refer the dispute to this Hon'ble Tribunal. 2nd Party, therefore, prayed that, it be declared that, the discontinuation or termination of the concerned workmen is void ab-initio with direction to the 1st Party (1) to reinstate the concerned workmen with benefit of full back wages and continuity of service.

3. This is disputed by the 1st Party (1) by filing Written Statement at Exhibit 12 stating and contending that, the dispute referred for adjudication is wholly misconceived, unjustified, untenable and deserves to be rejected in toto. It is case of the 1st Party (1) that, the present dispute is referred for adjudication on the basis of the demand raised by 2nd Party viz. Mumbai Mazdoor Sangh on behalf of 50 workmen whose services according to the said Union were allegedly terminated by 1st Party (1). It is case of the 1st Party (1) that, the services of the concerned workmen are not at all terminated by it but they have resigned from the services on their own. It is contended by the 1st Party (1) that, it is providing various types of services viz. Aircraft cleaning (exterior - interior), baggage handling inside the terminal and ramp side along with all allied services to the Airline Companies. It is contended by the 1st Party (1) that, it provides such services not only to Indian Airlines (NACIL) but to various other Airline Companies viz. Air India, Jet Airways, Alliance Airways etc. It is case of the

1st Party (1) that, to provide the said services to the various Airline Companies, it engage its own workmen, staff, supervisor, officers, Manager etc. It is its case that, the said workmen/employees of the 1st Party (1) work as per the directions of the 1st Party (1) and under the supervision and control of the superiors, Managers of the Company. It is its case that, all the workmen of the 1st Party (1) have to work and in fact is working for all the Airline Companies to whom the 1st Party (1) is providing various types of services. It is contended by the 1st Party (1) that, there is no division of the workmen that, the particular group of workmen will work for a particular Airline Company and as such all the workmen work for all the clients of the 1st party (1). It is contended by the 1st Party (1) that, though the 2nd Party was aware that, the workmen employed by the Company do not work exclusively for anyone Airline but work for all the Airline Companies to whom the services are provided by the 1st Party (1). It is its case that, it did not wrote a letter to the Indian Airlines for regularisation of the services of the workmen with them. It is contended by the 1st Party (1) that, since the said demand was misconceived, unjustified and untenable, the Indian Airlines did not accept the said demand of the 2nd Party. It is contended by the 1st Party (1) that, due to firm stand taken by the Indian Airlines, 2nd Party instigated the workmen of the 1st Party (1) to adopt various type of unfair labour practices and the workmen who were affiliated/members of the 2nd Party Union started refusing work entrusted to them and also started insulting Managers and Supervisors by not following their instructions as instigated by the 2nd Party.

4. It is contended by the 1st Party (1) that, the workers on 28-2-1998 reported on duty at 9.30 a.m. but all of a sudden set of workmen left the work place without any reason alongwith their Airport Entry Passes which they were supposed to return at the end of their duty hours as per the Airport Authority Rules. It is contended by the 1st Party (1) that, due to their sudden stoppage of work the supervisor, Managers including CEO had to work hard to keep the operations on along with other loyal workers who had sense of responsibility. 1st Party (1) submits that, the said conduct of the set of workmen was totally irresponsible which affected the business and reputation of the 1st Party (1). It is contended by the 1st Party (1) that, in fact, if the supervisors and managers had not worked hard on that day, 1st Party (1) could have lost its valuable customers. It is contended by the 1st Party (1) that, on 1-3-1998 the said workers were told by its Manager that they should return their Airport Entry Passes while leaving the work place but the workers did not returning their Airport Entry passes and it is its case that, the Manager told the workers if they do not return their Airport Entry Passes, while leaving the work place, the Management will be constrained to inform the Security personnel of Airport Authority as well as to the local Police Station. It is contended by the 1st Party (1) that, upon this on 12-3-1998 a set of workmen whose names are at Sr. Nos. 2, 3, 4, 5, 6, 7,

9 and 10 in Annexure "A" to the Statement of Claim approached its Manager, Administration and told him that, the Company, 1st Party (1) is not required to intimate to any Authority about not returning the Airport Entry Passes as they themselves were not interested to do the work for the Company like Livewel and handed over their resignation letters and returned their Airport Entry Passes to the said Manager and left the services of the Company, 1st Party (1). It is contended by the 1st Party (1) that, the Manager, therefore, asked the workmen reason for the mass resignation when Mr. Dilip Ahire told him that, they wanted to teach a lesson to the Company, 1st Party (1) and therefore, they have decided to resign in masses so that 1st Party's work and operations will be hampered. It is its case that, said Mr. Ahire further told the Manager that, their Union is aware that in absence of these employees it will be impossible for the 1st Party (1) to continue its business and the Union is sure that the 1st Party (1) will approach 2nd party begging to continue the work. It is contended by the 1st Party (1) that, its Manager thought that the said worker was not serious and that there is no much substance in whatever was said by him. It is contended by the 1st Party (1) that, however, on 16-3-1998 i.e. within four days 10 more workmen whose names are at Serial Nos. 1, 11, 12, 13, 14, 16, 17, 18, 19, 21 in Annexure 'A' to the Statement of claim approached the Manager-Admn. and tendered their resignations. It is contended by the 1st Party (1) that, the Manager again asked the said workers reason for their mass resignations when Mr. Anil Lokhande told the Manager that they are supporting the workers who have tendered their resignations and that they are not interested to work for the 1st Party (1) and further told the Manager that the Union has suggested them to resign from the services so that it can teach lesson to the 1st Party (1) and the Union has given them typed resignation letters. It is contended by the 1st Party (1) that, Mr. Anand More who is at Serial No.1, to Annexure "A" to the Statement of Claim worked only for three days and for the reasons best known to him stopped attending the work and as such the demand raised for him is wholly misconceived, unjustified, untenable and deserves to be rejected in toto. It is contended by the 1st Party (1) that, Mr. Kondiba Kamble whose name is at Serial No.22 to Annexure 'A' was working as a Supervisor and his duties were to supervise the work of the workers who were working in his ground who was not employed to do any manual, unskilled, skilled, technical, operational or clerical work but he was employed as a Supervisor to supervise the work of the workmen who were working as utility hand/cabin cleaners. It is its case that, the salary paid to Mr. Kondiba Kamble was Rs.2800 per month and 12 to 15 workmen are working under the supervision and control of said Kamble. It is contended by the 1st Party (1) that, thus said Mr. Kondiba Kamble is not a workman as defined under Section 2(s) of the Industrial Disputes Act, 1947, therefore, 2nd Party Union has no right to espouse his alleged grievance before this Tribunal and therefore,

the demand raised on his behalf is wholly misconceived, unjustified and same cannot be tried before this Tribunal for want of jurisdiction. It is contended by the 1st Party (1) that, Mr. Nilesh Korde at Serial No.23 in Annexure 'A' to the Statement of Claim assaulted the Manager of the 1st Party and 1st Party, therefore, lodged Police complaint to the Santacruz Police Station on 30-3-1998 and upon enquiries by the Police Mr. Korade returned Airport Entry Pass and tendered his resignation to the Management Administration. It is case of the 1st Party (1) that, Mr. Ashok S. Naik, at Sr. No.24 to the Annexure 'A' to the Statement of Claim was reporting for work since 7-4-1990 and he tendered his resignation on 14-4-1998. It is case of the 1st Party (1) that, similarly R.D. Gaikwad, at Sr. No.25 to Annexure 'A' remained absent from duty from 27-3-1998 and tendered his resignation on 24-4-1998 and Mr. Sunilkumar J. Dayal, Sr. No.26 to the Annexure 'A' was also not reporting for his duties from 6-4-1998 and tendered his resignation on 18-4-1998 and collected his dues on 25-4-1998. It is case of the 1st party that, Mr. Rajesh R. Pathare, at Sr. No.27 to Annexure "A" was asked to bring Police clearance to renew his Airport Entry Pass, however, he expressed his inability to bring the same and tendered his resignation on 15-4-1998, Mr. Amardeep D. Choughale at Serial No.28 to Annexure 'A' on 17-9-1997 resigned from the services of the 1st Party (1), Mr. Javed Khan at Sr. No.29 to Annexure 'A' was not reporting to work from 1-4-1998 and subsequently by his letter dated 20-4-1998 resigned from the services of the 1st Party (1). It is case of the 1st Party that, that Javed Khan was issued show cause notice dated 8-4-1998 for his absence from 1-4-1998. It is case of the 1st Party that, Murli Molekandy at Sr.30 of Annexure 'A' was also not reporting for duty w.e.f. 1-4-1998 and by his letter dated -20-6-1998 he resigned from his services of the 1st Party(1), Rajesh Mandle at Sr. No.31 to Annexure 'A' was also not reporting for duty w.e.f.4-4-1998 and he tendered his resignation on 21-4-1998, Mahendra Kamble at Sr. No.32 of Annexure 'A' was also not reporting to work w.e.f. 22-4-1998 and submitted his resignation on 29-9-1998, Vikas Borde at Sr. No.33 of Annexure 'A' resigned from the services w.e.f. 4-4-1998. It is further case of the 1st Party (1) that, Vikram Bodke at Sr. No.1 of Exhibit 'B' to the Statement of Claim, on 10-6-1998 resigned from his services as he went to visit to his native place alongwith his parents and requested for settlement of his dues which were accordingly settled on 10-6-1998, Mr. Navin Wagle at Serial No.2 to Annexure 'B', Mr. Santosh Shetye at Sr. No.3 to Exhibit 'B', Mr. Raju Walmiki at Sr. No.4 to Exhibit 'B', Mr. Yogesh R. Gangan at Sr. No.5 to Exhibit 'B', Mr. Pravin Sonawane at Sr. No.6 to Exhibit 'B' resigned from the services of the 1st Party (1). It is case of the 1st Party (1) that Suresh Makwane at Sr. No.7 to Exhibit 'B' also resigned from the services of the Company on his own accord on 15-4-1998, Himat Gohil at Sr.No.8 to the Exhibit 'B' had submitted his resignation on 10-5-1998 as he was not

keeping well. It is case of the 1st Party that, Rupesh M. Kailash at Sr. No.1 to Exhibit 'C' to the Statement of Claim, Mr. Sanjay R. Kamble at Sr. No.2 to Exhibit 'C' and Santosh S. Karande at Sr.No.3 to Exhibit 'C' refused to do the assigned work on 18-6-1998 and left the work place by giving back their Airport Entry Passes. It is case of the 1st Party that, subsequently on 20-6-1998, 18-6-1998 and 20-6-1998 said three workmen resigned from the services of the 1st Party (1). It is case of the 1st Party that, Devendra Vadishali at Sr. No.4 to Exhibit 'C' and Mahendra R. Pendurkar at Sr. No.5 to Exhibit 'C', Mohammed E. Sheikh at Sr. No.7 to Exhibit 'C', Mangesh A. Padwal at Sr. No.8 to Exhibit 'C' and Mr. Vivek K Takle at Sr. No.9 to Exhibit 'C' were standing near passway, very close to the taxing air craft and waived their hands in such a manner as if giving signal to the aircraft. It is case of the 1st Party that, due to their said signaling the Captain stopped the aircraft which was about to take off. 1st Party (1), therefore, asked explanations from the said workmen and instead of replying to the said explanation they stopped coming to duty and subsequently sent their resignations dated 20-6-1998, 18-6-1998, 23-6-1998 and 20-6-1998 respectively. It is case of the 1st Party (1) that, Sunkappa M. Pawar at Sr. No.6 to Exhibit 'C' was irregular in his attendance and used to remain absent frequently and when on 18-6-1998 he was asked to explain his irregular attendance he handed over his Airport Entry Pass and left the work place and subsequently sent his resignation letter dated 20-6-1998. 5. It is case of the 1st Party (1) that, under this background 1st Party (1) has not at all terminated the services of the concerned workmen but the said workmen have resigned from the services on their own and as such there is no termination and the demand referred for adjudication deserves to be answered in negative. 1st Party (1) denied the allegations made in the Statement of Claim that, it is practicing unfair labour practice or it had obtained signatures by misrepresentations or force or that after obtaining the signatures the Management of the 1st Party (1) started terminating the services of the concerned workmen as alleged but the concerned workmen had own their own resigned from their services and as such the submissions of the 2nd Party that, the said terminations are without following due process of law and therefore bad in law is wholly misconceived, unjustified and untenable and there is no substance whatsoever in the submissions made by the 2nd Party Union.

6. It is case of the 1st Party (1) that, Union by its three different letters raised demand in respect of 50 workmen on the basis that, the services of the said workmen were allegedly terminated by 1st Party. It is case of the 1st Party that, since it had not terminated the services of the workmen and since the workmen had resigned on their own there was no substance whatsoever in the demand raised by the Union and therefore there was no question of responding the said demand in positive manner. It is contended by the 1st party (1) that, it replied to the

statement of justification filed before the Assistant Labour Commissioner (Central), Mumbai, mentioning the factual position. It is contended by the 1st Party (1) that, since there was no representation received by it there was no question of replying the alleged representations. It is case of the 1st Party (1) that, acceptance of the resignation letter was given on the resignation letters itself. It is case of 1st Party (1) that, the submissions of the Union that, the concerned workmen send letters to the Company informing it that the officers of the Company had obtained signatures on the blank papers and therefore demanded copy of the same is wholly false, baseless; unjustified and untenable and denies the same. 1st Party (1) denied that, the resignation letters cannot be accepted as a documentary proof as alleged or at all or for the reasons as alleged.

7. It is case of the 1st Party (1) that, since the concerned workmen have resigned from services of the 1st Party (1) and it has not terminated their services submissions of the 2nd Party Union in respect of the alleged permission from 'Appropriate Government' and applicability of Chapter V-B are wholly baseless, unjustified and irrelevant and denied that any of its action amount to unfair labour practice as alleged and contended that since the concerned workmen resigned on their own there was no question of pay any compensation to them under Section 25-F of the Industrial Disputes Act, 1947 and submitted that most of the workmen had not worked for one year with the 1st Party (1). It is case of the 1st Party that, the submissions of the Union that, the concerned workmen were working with the principal employer i.e. the Indian Airline is wholly misconceived, unjustified and untenable. 1st Party (1) submitted that, the reliefs prayed for by the 2nd Party Union are baseless, unjustified and untenable and they are not entitled for any relief and prayed that, the reference be rejected.

8. Rejoinder is filed by the 2nd Party Union at Exhibit 13 repeating the same 'story as made in the Claims Statement and denying the contentions raised by the 1st Party (1).

9. 1st Party (2) filed an application at Exhibit 17 prayed that, it be deleted as a party since there is no dispute existing between the Management of Indian Airlines and the Workmen of Livewel Aviation who is a concerned party in this Reference. The said application is to be decided along with the main reference.

10. In view of the above pleadings following Issues were framed, by my Ld. Predecessor, at Exhibit 15 which I answer as under:

ISSUES

FINDINGS

- Whether the signatures of the 50 workmen on blank papers were obtained by the contractor by misrepresentation to the effect at all papers were required for regularisation of service for sending them to Indian Airlines? No

- | | |
|---|------------|
| 2. Whether the documents (collectively marked as Annexure 'A') filed by the management of Livewel Aviation Services with the Written Statement are genuine letters of mass resignations? | Yes |
| 3. Whether this Tribunal is entitled to grant relief to fifty workmen (as per list) against Livewel Aviation Services in accordance with terms of reference in case it comes to the conclusion that the termination of the services amounted to retrenchment? | No |
| 4. What relief, if any, can be granted to the workmen in this adjudication? | No relief. |

REASONS:**ISSUES Nos. 1 & 2:**

1. By this Reference Mumbai Mazdoor Sangh challenge the action of the Management of Livewel Aviation Services who does not permit the workmen to report on work. According to Union said workers work through Livewel Aviation Services with Indian Airlines Limited. Indian Airlines is the principal employer and the Livewel Aviation Services is the Contractor who provides the services to the Indian Airlines to clean Aircrafts and other work of perennial nature. According to Union in fact they were working for principal employer i.e. Indian Airlines, however, they are deprived of the remuneration and other facilities which are offered to the regular employees of the Indian Airlines Ltd. for doing same type of work. According to Union they tried to pursue the demand of the workers for regularization in Indian Airlines Ltd. However, they were not heard and were not regularised. According to Union thereafter Management of Livewel Aviation Services tempted these workers and obtained signatures on blank papers under the guise of regularisation on the establishment of the Indian Airlines Ltd. According to the Union, Management misrepresented workers and obtained signatures saying that, they will be regularised in the establishment of Indian Airlines Ltd. It is case of the Union that, after obtaining signatures of the workers by misrepresenting to them, the Management of Livewel Aviation Services, terminated the services of these workers without following due process of law. According to Union act of Livewel Aviation Services who started terminating the services of these workers is illegal and required to quash and set aside. It is case of the Union that, Management of Livewel Aviation Services cannot take disadvantage of the signatures of the workers which it obtained under the guise of regularization with the Indian Airlines Ltd. So it is prayed that, Livewel Aviation Services be directed to reinstate these workers with benefit of continuity of services and back wages and declare that, the terminations effected by the it is illegal one.

12. This is disputed by the Livewel Aviation Services by filing its reply at Exhibit 12 stating and contending that,

dispute referred for adjudication is wholly misconceived, untenable and deserves to be rejected in toto. It is case of the Livewel Aviation Services that, the present dispute is referred for adjudication on the basis of the demand raised by the Mumbai Mazdoor Sangh for its 50 workmen whose services according to Union are terminated by the Company. It is stated by Livewel Aviation Services that, services of these workers were not at all terminated by Livewel Aviation Services but these workers resigned from the services of Livewel Aviation Services. It is case of Livewel Aviation Services that, the case made out by the Union is totally wrong, misconceived and these workers are not entitled for any relief. It is stated by the Livewel Aviation Services that, it is providing services of various types to many Airline Companies. It is case of the Livewel Aviation Services that, it is attending work of cleaning Aircrafts, handling baggage of the customers and as such said services are not only provided to Indian Airlines (NACIL) but to many other air lines like Air India, Jet Airways, Alliance Airways and other air lines. It is case of the Livewel Aviation Services that, for that it engages its own workers, staff, supervisors, officers and Managers and they are monitoring the work of that type while attending work of other air lines. It is case of the Livewel Aviation Services that, the workers of Livewel Aviation Services are working as per the directions of the officers of the Company and they are also controlled by its supervisors, officers and Managers. It is case of the Livewel Aviation Services that, all the workers of the Company are working for various Air line companies to whom the Company is providing various types of services. It is case of the Livewel Aviation Services that, there is no division of the workers and it is its case that, it has no control as alleged by the Union. It is denied that, workers are working for a particular Air line. It is case of the Livewel Aviation Services that, the demand was raised by the Union which is not worth considering since it is not justified and not tenable. It is its case that, said demand was rejected by the Assistant Labour Commissioner (Central) observing that, there is no dispute. It is case of the Livewel Aviation Services that, Union filed the case before the Hon'ble High Court and as per directions of the Hon'ble High Court, Government has made the present Reference. It is case of the Livewel Aviation Services that, when the workers tendered resignations voluntarily and simply Livewel Aviation Services acted upon it, it does not permit Union to approach this Tribunal to set aside said termination which is done by it on the basis of the resignation tendered by the workers and Livewel Aviation Services cannot be directed to reinstate the workers with continuity of service and benefits of back wages.

13. Indian Airlines Ltd. which is now known as NACIL (National Aviation Co. of India Ltd. by Application, Exhibit 17, prayed to delete its name saying that, no case is made out against it and no relief is sought against it.

14. This application was not kept for decision looking to the age of the matter and said application was kept for hearing along with the main Reference. As a result of that, no reply was given by the Indian Airlines Ltd.

15. In support of the contentions Union filed affidavit of Rajendra Dharmaji Gailwad, at Exhibit 27 in lieu of his examination-in-chief, who repeated the same story as made in the Claims Statement and prayed to direct 1st Party (1) Livewel Aviation Services to reinstate the workers involved in the Reference with benefit of continuity of service and benefit of back wages. In the cross this witness admit that, Supervisor of Livewel Aviation Services used to regulate their shifts and working as well as working hours. He admits that, Livewel Aviation Services maintain leave record of the workers. Even he admit that, training was given by Livewel Aviation Services. Even he admit that, Livewel Aviation Services was taking disciplinary action against the concerned workers. He admit that, appointment was made by Livewel Aviation Services. He also admit that, he demanded reinstatement with continuity of service and back wages with Livewel Aviation Services. He admit that, he was paid by Livewel Aviation Services. He admit that, work of cleaning air crafts of Indian Airlines Ltd. was assigned to the workers by Livewel Aviation Services. He states that, one of the officers of Livewel Aviation Services compelled the workers to sign on the blank paper by calling worker one by one in the office. He states that, said happened in March/April, 1998. He states that, no complaint about taking the signature on blank paper was made. Even he admit that, nobody complained to any authority during that period regarding signatures taken on blank papers. Question was put to him that, in the Claims Statement it is state that signature was taken on the letter head of the Company to which he says that, they were asked to sign on blank paper. He states that, 2 members were with him when he signed on the alleged blank papers. He states that, he did not know who are the employees mentioned at Serial Nos. 11 to 14, 16, 18 and 19. He admits that, he was not on duty on 29-3-1998. He states that, he learnt about that incident later on. He states that, he did not know whether Ashok Naik was absent from duty on 24-4-1998 or thereafter. He states that, he did not withdraw his resignation contending that, resignation was not tendered by him. He admit that, he has not evidence to show that, documents produced from pages 12 to 77 of Exhibit 35 were served on the Company. Even he admits that, he did not identify the signatures of the workers who are involved in the Reference and for whom he is deposing. He admit that, their prayer to regulate them in the services of the Indian Airlines Ltd. is pending before the CGIT-1. On that Union closed evidence by filing closing purshis at Exhibit 11. Even thereafter Union filed affidavit of Kondiba Dharmaji Kamble, in lieu of his examination-in-chief, at Exhibit 8 who states about duties of workers involved in the Reference and the relations of the workers with Livewel

Aviation Services i.e. Management of 1st Party (1). In the cross he admits that, he was appointed as Cleaning Supervisor. He admit that, Reference is pending before CGIT-1 regarding confirmation of the workers in the employment of the Indian Airlines Ltd. He admit that, the workers were praying for regularization of their services with the Indian Airlines Ltd. He admit that, the contents in pages 4, 6, 7, 8, 10, 12, 17, 20, 24, 27, 28, 31, 36, 37, 38, 40, 41, 43, 45, 47, 49, 50 and 52 are one and the same which are produced with Exhibit 39 and contents of pages 9, 11, 13, 16, 21, 22, 23, 30, 34 and 44 produced with Exhibit 38. He admits that, those signatures were taken as per the advice of the Union. He admits that, he cannot give details regarding workers involved in the Reference and he cannot give the exact income of these workers. He also admit that, there is no documentary evidence to show that, these workers tried to get employment and did not get it.

15A. Then thereafter Livewel Aviation Services filed an affidavit of Siraj Khatri, at Exhibit 42, in lieu of his examination-in-chief who speaks about the workers who are involved in the Reference and voluntarily resignations were tendered by them. He denies the case of the Union that, workers have not tendered resignations and he states that, workers had tendered their resignations and Livewel Aviation Services simply accepted the said resignations. According to him workers gave resignations without any coercion or pressure. Then Management examined Ravindra Krishna Kamble by filing his affidavit at Exhibit 46, in lieu of his examination-in-chief, who states that, he is working there from 1997. He admits that, he was made permanent. He states that, services of these workers were provided to other air lines like Air Qatar, Oman, Pakistan Airways, Air Lanka and Beliver and other Air lines. On that NACIL closed evidence and filed closing purshis at Exhibit 47.

16. No evidence is led by Indian Airlines and closed its evidence by filing closing purshis at Exhibit 51.

17. Written arguments are submitted by the Union at Exhibit 52 which are replied by Indian Airlines by filing it at Exhibit 53. Later on Livewel Aviation Services filed written arguments at Exhibit 54.

18. Perused written submissions of all i.e. of both the Managements and Union as well as evidence as referred above.

19. In the instant case there are 2 Managements one is of Livewel Aviation Services as 1st Party (1) and other one is Indian Airlines 1st Party (2). It is pertinent to note that, initially NACI was made a party. However, by filing Application at Exhibit 17 it prayed to delete its name saying that, no relief is sought against it. Even prayer of Union is regarding regularization of the workers with Management No.1 i.e. Livewel Aviation Services and no relief is sought by the Union against Indian Airlines i.e. NACIL in this Reference. Besides one Reference is pending about

regularization of workers with Indian Air Lines in CGIT No. 1, Mumbai. So I feel there is no point in keeping Indian Airlines (NACIL) as a party in the Reference. So I allow the application of NACIL and delete its name from the Reference.

20. It is case of the Union that, signatures of the workers involved in the Reference were obtained by misrepresentations that, they will be regularized in the establishment of Indian Airlines. However, case of the Livewel Aviation Services is that, these workers tendered resignations voluntarily. As far as signatures of the workers who are involved in the Reference is concerned, case made out by the Union appears rather shaky one. In the Claims Statement, Union says that, signatures of the workers were taken on the letter head of Livewel Aviation Services and in the depositions it is stated that signatures were taken on blank papers. In the arguments Union made out the case that, signatures of the workers were taken by misrepresenting them that, they will be regularized in the services of the Indian Airlines Ltd. That means signatures were taken is admitted fact. It is case of the Union that, signatures were obtained from the workers by misrepresentations. It is also case of the Union that, signatures were taken on blank papers and it is also case of the Union that signatures were taken on the letter head of the Company.

21. Union made out 3 different cases regarding signatures of the workers. At one place it states that, signatures were taken on blank papers. That means signature was taken without discussing anything with the workers and that possibility cannot be ruled out and even case made out by the Union is that signatures were taken on misrepresentations that, they will be regularized with Indian Airlines. That means signatures were taken and it was given by the workers after discussions. But according to Union it was taken by misrepresentation. Said stand of the Union reveals that its case is that, signatures were given of the workers by misrepresentations that their services will be regularized. However, witness of the Union admit that, they have not complained about the signature taken. Witness admit that, he did not approach any authority about the signatures obtained by Livewel Aviation Services and even he admit that, he did not withdraw the resignations. That means various stands are taken by the Union by various reasons reveals that, they are not sure about their own case. All is clear that signatures were taken. But no complaint was made about it. We have to accept that those signature were voluntarily and free. Besides this case of the Union is that, Reference is pending with the CGIT-1 where they are claiming that, they be regularized with Air India and their signatures were taken and it is pending with CGIT-1, Mumbai.

22. When issue of regularization is pending then prayer prayed in the present Reference to regularize them

their services by regularizing them with Indian Airlines Ltd. does not arise. Even there is no stay in the present Reference to that effect. On the contrary in the present Reference, Union says that, Livewel Aviation Services be directed to reinstate them. No relief is sought by Union against Indian Airlines Ltd. (NACIL).

23. Livewel Aviation Services states that, since these workers tendered resignations and since it acted upon said resignations, question does not arise to regularize them. Besides case of the Livewel Aviation Services is that, most of the workers did not work for more than one year and most of the workers worked for short period. It is case of the Livewel Aviation Services that, they did not work for more than 240 days to regularize them. It is case of the Livewel Aviation Services that, the workers involved in the Reference had tendered their resignations voluntarily. As far as this contention is raised, no case is made out by the Union and in support of its case Union filed affidavits of 2 persons who are examined though there are number of employees involved in the Reference which is 50 or so. No details are given of the workers. Nothing is stated about their qualifications, their nature of attendance to claim permanency. When all these things are absent in my considered view, stand taken by Livewel Aviation Services appears that, these workers have tendered resignations and the same have been accepted. Since stand taken by the Union on that point is shaky and not sticky one, I conclude that, resignations given by the workers are genuine and not farce.

Issues Nos. 3 and 4:

24. By this Reference, dispute of signature is sent here for adjudication. As observed above signatures given by the workers is not seriously disputed by them. No specific ground is made out as to why they signed and as to why they tendered resignations? As stated above at one stage they say that it was obtained on blank paper and at one stage they state that, it was obtained on letter head of the Company by misrepresenting that, they will be regularized in services of Indian Airlines Ltd. When these are different stands which are contrary to each other reveals that, signatures are given by the workers. Besides that, they did not complained about the signatures and they did not complaint about the act of Livewel Aviation Services. When they did not complained about the act of Livewel Aviation Services and kept silent in my considered view, workers involved in the Reference are not entitled for any relief. So I answer these Issues accordingly and pass the following order:

ORDER

Reference is rejected with no Order as to its costs.
Mumbai,
12th July, 2010.

A. A. LAD, Presiding Officer

नई दिल्ली, 27 अगस्त, 2010

का.आ. 2360.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.टी.एन.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 182/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2010 को प्राप्त हुआ था।

[सं. एल-40012/88/97-आईआर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 27th August, 2010

S.O. 2360.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.182/98) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of MTNL and their workmen, which was received by the Central Government on 27-08-2010.

[No. L-40012/88/97-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
IN THE COURT OF SH. SATNAM SINGH PRESIDING
OFFICER, No. II, DELHI-110032**

I.D. No. 182/1998

Dated: 10-08-2010

In the matter of dispute between:

Shri Raj Kumar,
Flat No. 592, Group-III, Pocket C, DDA,
Janta Flat, Hastal,
New Delhi-110044

....Workman

Versus

S.D.O (P-II),
Hari Nagar Telephone Exchange,
MTNL Mayapuri Phase-II,
Community Centre
New Delhi

....Management

AWARD

The Central Government, Ministry of Labour vide Order No. L-40012/88/97-IR(DU) dated 17-08-1998 has referred the following industrial dispute to this Tribunal for adjudication with its corrigendum dated 09-09-1998.

“Whether the action of the management of MTNL, In terminating the services of Shri Raj Kumar is legal and justified? If not, to what relief the workman is entitled?”

2. Statement of claim was filed by the workman in Oct' 1998. Written statement was filed by the management in Feb' 1999. Replication was filed by the workman on 05-03-1999. Thereafter the workman filed his evidence on his affidavit in Sep' 2002. Cross examination of the workman was completed in Nov' 2004. He also examined another witness as WW2 in this case. Subsequently workman sought permission to adduce additional evidence and he was granted permission to do so by my learned predecessor. The workman filed his additional evidence on affidavit.

3. Later on the case was transferred from CGIT-cum-L/C-I to CGIT-cum-L/C-II vide order dated 11-02-2008 of the Ministry of Labour & Employment. After transfer of this case to CGIT-cum-L/C-II, the workman appeared on 31-07-2008 & the case was adjourned for cross examination of the workman to 09-09-2008. Thereafter the workman appeared once on 27-10-2008 and stopped coming to the court thereafter. Today i.e. on 10-08-2010 none is present from the side of the workman. Like wise management also remains unrepresented and none is present from the side of the management as well. As the workman is not attending this court since 30-12-2008 it becomes evident that he is not interested in the out come of this case.

Under these circumstances there is no way out except to pass a no dispute award in this case. No dispute award accordingly is passed in this case and the reference sent by the Government of India stands disposed off accordingly.

Dated 10-08-2010

SATNAM SINGH, Presiding Officer

नई दिल्ली, 30 अगस्त, 2010

का.आ. 2361.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2010 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“जिला कण्णूर के पैयन्नूर म्यूनिसिपलिटि में राजस्व ग्राम कोरम में आने वाले क्षेत्र ।”

[सं. एस-38013/33/2010-एस.एस. 1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 30th August, 2010

S.O. 2361.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2010 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and

Chapter-V and VI [Except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :

“The areas within the Revenue Village of Koram in Payyannur Municipality of Kannur District.”

[No. S-38013/33/2010-S.S-I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 31 अगस्त, 2010

का.आ. 2362.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2010 को उस तारीख के रूप में नियम करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्रमांक	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1	चहेडू	83	फगवाड़ा	कपूरथला
2	महेडू	84	फगवाड़ा	कपूरथला
3	हरदासपुर	85	फगवाड़ा	कपूरथला

[सं. एस-38013/31/2010-एस.एस. I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 31st August, 2010

S.O. 2362.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2010 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :

S. No.	Name of the Village	Had Bast No.	Tehsil	District
1	Chaheru	83	Phagwara	Kapurthala
2	Maheru	84	Phagwara	Kapurthala
3	Hardaspur	85	Phagwara	Kapurthala

[No. S-38013/31/2010-SS-I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 31 अगस्त, 2010

का.आ. 2363.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप धारा (3) द्वारा प्रदत्त शक्तियों

का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2010 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“जिला कोझिकोड के कोयलान्डी तालुक में वियूर क्षेत्र”

[सं. एस-38013/32/2010-एसएस-I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 31st August, 2010

S.O. 2363.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2010 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :

“The Areas within the revenue villages of Viyyoor in Quilandy Taluk of Kozhikode District.”

[No. S-38013/32/2010-SS-I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 31 अगस्त, 2010

का.आ. 2364.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम और रोजगार मंत्रालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिनके न्यूनतम 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है:

क्रम संख्या	कार्यालय का नाम
1.	क्षेत्रीय कार्यालय, क.भ.नि.सं., भुवनेश्वर
2.	क्षेत्रीय कार्यालय, क.भ.नि.सं., गुलबर्गा
3.	उप-क्षेत्रीय कार्यालय, क.भ.नि.सं., दुर्गापुर
4.	उप-क्षेत्रीय कार्यालय, क.भ.नि.सं., हावड़ा
5.	उप-क्षेत्रीय कार्यालय, क.भ.नि.सं., बोम्मसंद्रा
6.	उप-क्षेत्रीय कार्यालय, क.भ.नि.सं., ब्रह्मपुर
7.	आंचलिक प्रशिक्षण संस्थान, क.भ.नि.सं., पूर्वी अंचल, कोलकाता

[सं. ई-11017/1/2006-रा.भा.नी.]

के.एम. गुप्ता, आर्थिक सलाहकार

New Delhi, the 31st August, 2010

S.O. 2364.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended 1987) the Central Government hereby notifies following offices under the administrative control of the Ministry of Labour & Employment, at least 80% Staff whereof have acquired working knowledge of Hindi:—

S.No.	Name of the Office
1.	Regional Office, EPFO, Bhubneshwar
2.	Regional Office, EPFO, Gulbarga
3.	Sub-Regional Office, EPFO, Durgapur
4.	Sub-Regional Office, EPFO, Howrah
5.	Sub-Regional Office, EPFO, Bommasandra
6.	Sub-Regional Office, EPFO, Brahamapur
7.	Divisional Training Institute, EPFO, Eastern Division, Kolkata

[No. E-11017/1/2006-RBN]

K.M. GUPTA, Economic Advisor

नई दिल्ली, 3 सितंबर, 2010

का.आ. 2365.—जबकि मैसर्स राष्ट्रीय जूट विनिर्माता निगम लिमिटेड इकाई संघ [कोड संख्या डब्ल्यू बी/8 कोलकाता क्षेत्र के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27-कक के परिशिष्ट-क में निधि रिक्त छूट की शर्तों का उल्लंघन किया है और इससे कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा दी गई छूट को रद्द करने के योग्य है।

2. जबकि उक्त प्रतिष्ठान को कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17 (1) (क) के तहत उक्त अधिनियम के अंतर्गत कर्मचारी भविष्य निधि योजना के उपबंधों से छूट प्रदान करने संबंधी अधिसूचना एसआरओ संख्या 3416 दिनांक 26-10-1957 भारत के राजपत्र में प्रकाशित की गयी थी।

3. जबकि उक्त प्रतिष्ठान के न्यासी बोर्ड को उल्लंघनों के बारे में बताते हुए तथा अपना दृष्टिकोण स्पष्ट करने का अवसर प्रदान करते हुए दिनांक 10-12-2009 को एक कारण बताओ नोटिस दिया गया था।

4. और जबकि प्रतिष्ठान से प्राप्त उत्तर की कर्मचारी भविष्य निधि संगठन के परामर्श से जांच कर ली गई है और यह पाया गया है कि कारण बताओ नोटिस का उत्तर संतोषजनक नहीं है और यह कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27-कक के परिशिष्ट-क में निरूपित छूट की शर्तों का स्पष्ट रूप से उल्लंघन करता है।

5. अतः, अब केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को प्रदान की गई छूट को तत्काल प्रभाव से रद्द करती है।

[सं. एस-35017/7/2009-एसएस-II]

एस.डी. जेवियर, अवर सचिव

New Delhi, the 3rd September 2010

S.O. 2365.—Whereas M/s National Jute Manufacturers Corporation Ltd. Unit Union [under Code No. WB/8 Kolkata region] (hereinafter referred to as the establishment) has violated the conditions of exemption stipulated in Appendix-A of Para 27AA of the Employees' Provident Funds Scheme, 1952 and thereby deserves the cancellation of exemption granted by Government of India under clause I (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. Whereas a notification S.R.O. No. 3416 dated 26-10-1957 under Section 17(1)(a) of the said Act to the said establishment exempting it from the provisions of EPF Scheme under the EPF & MP Act, 1952 was published in the Gazette of India.

3. Whereas a Show Cause Notice dated 10-12-2009 narrating the violations and giving opportunity to clarify their stand was given to the Board of Trustees of the establishment.

4. And whereas the reply received from the establishment has been examined in consultation with the Employees' Provident Fund Organization and it has been found that the reply to the show cause is not satisfactory and clearly violates the conditions of exemption delineated in Appendix-A of Para 27 AA of the Employees' Provident Funds Scheme, 1952.

5. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the said Act the Central Government hereby cancels the exemption granted to the said establishment with immediate effect.

[No.S-35017/7/2009-SS-II]

S.D. XAVIER, Under Secy.